REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

SEPTEMBER 16, 2025

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING PUBLIC PARTICIPATION SHOULD COMPLETE THE SPEAKER CARD WHICH IS LOCATED ON THE STANDS OUTSIDE COUNCIL CHAMBERS. AFTER COMPLETING THE SPEAKER CARD, PRESENT IT TO THE CLERK.

A. OPENING

1. Invocation by Pastor David Troxler of First Christian Church
2. Pledge of Allegiance
3. Roll Call
4. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

5. Approval of Minutes
    a. September 2, 2025 - Regular City Council Meeting
    b. September 3, 2025 - Special City Council Meeting
6. Bid Awards and Contract Items
    a. Intent to Award - ITB #25-15 Citywide Fencing Services to Sterling Enterprises, LLC, d/b/a Perimeter Solutions Group
    b. Approval of Task Authorization #9 to Advanced Roofing, Inc. for roof replacement at the Adult Center
    c. Approval of Task Authorization #2 to Ohlson Lavoie Corporation for Depot Park Renovations and Expansion
    d. Approval of Change Order #1 to Task Authorization #2 to Paul Culver Construction for Remediation of the REC Building
    e. Approval of Task Authorization No. 4 to Paul Culver Construction, Inc. for a new pavilion at City Center Sports Complex
    f. Approval of Standard Contract with Down to Earth Trucking, Inc. for demolition of the buildings at 3855, 3921, and 3925 Ridgewood Avenue

7. Request for Additional Set-Up and Take-Down Days for the Home Depot Christmas Tree Sale Minor Special Event
8. Request for Additional Set-Up and Take-Down Days for the Lowe's Christmas Tree Sale Minor Special Event
9. Approval and Ratification of the National Association of Government Employees (NAGE) Collective Bargaining Agreement
10. Approval and Ratification of the International Association of Firefighters (IAFF) Collective Bargaining Agreement
11. Approval of Memorandum of Understanding (MOU), Article 16, with the International Union of Police Associations (IUPA)
12. Approval of Memorandum of Understanding (MOU), Article 15, with the Coastal Florida Police Benevolent Association Lieutenants (PBA LTs)
13. Approval for Reinstatement of Years of Service for Suzette Cameron and Katie Sawicki
14. Approval of a Partial Release of Tree Conservation Easement for 4629 Clyde Morris Boulevard

C. RECOGNITION AND PROCLAMATIONS

15. Constitution Week Proclamation
16. National Service Dog Month Proclamation
17. Childhood Cancer Month Proclamation

D. PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

E. COMMENTS AND ADDITIONAL ITEMS

18. Council Members
19. City Attorney
    a. Support for Legislative Amendment to SB 180
20. City Manager

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

21. Citizen Advisory Committee for TPO
22. Police Pension Board 5th Member Re-appointment - Lt. Warren Carman

G. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports
    a. General Employees Pension Board - Mayor Scott Stiltner
    b. Roundtable of Elected Officials - Mayor Scott Stiltner

c. Arthaus - Vice Mayor Tracy Grubbs

d. First Step Shelter - Councilman Shawn Goepfert

e. Port Orange/South Daytona Chamber of Commerce - Councilman Shawn Goepfert

H. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.

FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.

HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 2, 2025

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Scott Stiltner at 6:30 p.m.

OPENING

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Councilman Jonathan Foley Councilman Shawn Goepfert Councilman Lance Green Vice Mayor Tracy Grubbs Mayor Scott Stiltner
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Deputy City Clerk Amanda Bonin

4. Presentation - Senator Tom Wright

Senator Tom Wright provided a presentation highlighting ongoing projects aimed at building community resiliency, protecting neighborhoods, and safeguarding local waterways and the environment for future generations. As part of his presentation, Senator Wright presented the City with a check for $4.4 million to support and invest in these initiatives. Council members expressed their gratitude to Senator Wright for his continued support and dedicated service to the community.

5. Public Comments on Consent Agenda Items Only

Robert Reinhagen, resident, expressed his concerns on the Webster Creek Mitigation Bank Wetland Mitigation Credit Reserve and Purchase Agreement.

City Council recessed at 6:40 p.m. to hold the Eastport Business Center CRA Joint Special meeting, minutes of which are under separate cover.

CITY COUNCIL/EASTPORT BUSINESS CENTER CRA JOINT SPECIAL MEETING

Council reconvened at 7:02 p.m. to hold the regular City Council meeting.

CONSENT AGENDA

6. Approval of Minutes

a. August 19, 2025 - Regular City Council Meeting

7. Bid Awards and Contract Items

a. Approval of the FY 2025–2026 Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation

b. Approval of Annual Service Agreement with Southeast Volusia Humane Society

c. Approval of Amendment No. 2 with Shelley's Environmental for Biosolids Hauling and Disposal

8. Resolution No. 25-43 - Webster Creek Mitigation Bank Wetland Mitigation Credit Reservation and Purchase Agreement for the Port Orange Riverwalk Park Day Docks Project

Motion to approve the consent agenda as presented was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Pat Miles, resident, on behalf of ArtHaus, announced the 29th annual Street Painting Festival that will be held at Family Days this fall and thanked the Council members for their ongoing support.

COMMENTS AND ADDITIONAL ITEMS

9. Council Members

Councilman Foley congratulated former Mayor Don Burnette on his new position as President and CEO of the Port Orange South Daytona Chamber of Commerce.

Vice Mayor Tracy Grubbs reminded residents that on September 20, the Parks and Recreation Department will be at White Place Park to engage with the community and gather input on the park's future redesign. He also highlighted a new youth art exhibit now on display at ArtHaus.

Councilman Shawn Goepfert echoed support for the exhibit, commented on the new development of Beach Bros Coffee, and thanked staff for recent repairs completed on Yorktowne Boulevard's right-of-way. He also expressed gratitude to the Police Department for their efforts during a recent event.

Councilman Lance Green addressed the importance of stricter code enforcement, particularly for commercial properties, to ensure cleanliness and ongoing maintenance. He also shared concerns regarding the current agreement with the YMCA.

Mayor Scott Stiltner honored Mary Whitmeyer, thanking the Police Chief and staff for assisting with a Celebration of Life in her memory. He read her obituary into the record.

Additionally, Mayor Stiltner announced that a 9/11 ceremony will be held at Halifax Health Hospice on September 11, where he will be in attendance to read and present a proclamation.

10. City Attorney

There was nothing further.

11. City Manager

There was nothing further.

SPECIAL REPORTS

12. Report from KemperSports on the Cypress Head Golf

Jeff Dayton provided a report on Kemper Sports, covering financials for May through July and responded to questions from Council members. He noted that the course is in good condition and commended the team for their strong performance and dedication to maintaining the grounds. Mr. Dayton also discussed ongoing and upcoming events and announced that, beginning this month, military discounts will be offered to both active and retired military personnel. Additionally, he reported that the bunker project is scheduled to begin at the end of the month, with an expected 180-day timeline for completion. The work will be limited to no more than one hole per day.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

13. Golf Advisory Board Report

Rich Lee, Chair, provided an update on the recent quarterly meeting and expressed appreciation to the City Council for their support of the Mayor's Tournament, as well as for the cleanup of a ditch on the golf course, which was completed earlier in the week. He also shared concerns regarding the placement of signage used to promote the golf program and upcoming events.

Mr. Clark confirmed that the ditch cleanup was performed by a City contractor.

PUBLIC HEARING

14. Second Reading - Ordinance No. 2025-20 - Administrative Rezoning/Various Locations East of Nova Road

City Attorney Matt Jones read Ordinance No. 2025-20 into the record.

ORDINANCE NO. 2025-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING ±0.46 ACRES FROM COMMUNITY COMMERCIAL (CC) TO NEIGHBORHOOD PRESERVATION (NP) LOCATED AT 412 JEFFERSON AVENUE, 414 JEFFERSON AVENUE, AND 416 JEFFERSON AVENUE; REZONING ±0.18 ACRES FROM RIDGEWOOD DEVELOPMENT (RD) TO NEIGHBORHOOD PRESERVATION (NP) LOCATED AT 117 FLEMING AVENUE; REZONING ±0.77 ACRES OF FROM NEIGHBORHOOD PRESERVATION (NP) TO OFFICE/RESIDENTIAL TRANSITION (ORT) LOCATED AT 608 ROSELLE STREET AND PARCEL NO. 6304-07-00- 0760, GENERALLY LOCATED ON DUNLAWTON AVENUE; REZONING ±0.24 ACRES FROM NEIGHBORHOOD PRESERVATION (NP) TO GOVERNMENT PUBLIC USE (GPU) LOCATED AT 413 HERBERT STREET; REZONING ±1.07 ACRES FROM PLANNED COMMERCIAL DEVELOPMENT (PCD) TO GOVERNMENT PUBLIC USE (GPU) BEING IDENTIFIED AS PARCEL NOS. 6304-07-00- 1820 AND 6304-07-00-1401, GENERALLY LOCATED AT SPRUCE CREEK ROAD & DUNLAWTON AVENUE; REZONING ±1.66 ACRES FROM MULTI-FAMILY RESIDENTIAL (R-3M) TO GOVERNMENT PUBLIC USE (GPU) BEING IDENTIFIED AS PARCEL NOS. 6341-05-00- 0010 AND 6341-04-03-0142, GENERALLY LOCATED ON RUTH STREET; REZONING ±0.31 ACRES FROM SINGLEFAMILY RESIDENTIAL (R-10SF) TO GOVERNMENT PUBLIC USE (GPU) LOCATED AT 5797 DEVON STREET; AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt was made by Councilman Shawn Goepfert and Seconded by Councilman Jonathan Foley. Motion carried unanimously by roll call vote.

15. Second Reading - Ordinance No. 2025-21- Code of Ordinances Amendment/Chapter 82 - Waterways - Installation of Private Aids to Navigation (PATONs)

City Attorney Matt Jones read Ordinance No. 2025-21 into the record.

ORDINANCE NO. 2025-21

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 82, ARTICLE I TO ESTABLISH A NEW SECTION 82-6 AUTHORIZING AND ADOPTING A PRIVATE AIDS TO NAVIGATION (PATON) PLAN FOR THE PURPOSE OF ESTALISHING JUIRDICTION TO

INSTALL AND MAINTAIN UNIFORM WATERWAY MARKERS TO SAFELY GUIDE BOATERS TO AND FROM THE RIVERWALK DAY DOCK; AUTHORIZING THE CITY MANAGER TO SIGN ALL REQUIRED ENVIRONMENTAL AND NAVIGATIONAL PERMIT APPLICATIONS NECESSARY FOR THE RIVERWALK PARK DAY DOCK PROJECT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

16. Administrative Amendments to the Land Development Code (LDC)

a. Second Reading - Ordinance No. 2025-23 - Land Development Code (LDC) Amendment/ Chapter 3 Administration and Chapter 5 Subdivisions – Approval Process for a Subdivision Plat or Replat According to Senate Bill 784

City Attorney Matt Jones read Ordinance No. 2025-23 into the record.

ORDINANCE NO. 2025-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 3 ADMINISTRATION AND CHAPTER 5 SUBDIVISIONS RELATING TO PLAT APPROVAL PROCEDURES TO ENSURE CONSISTENCY AND COMPLIANCE WITH RECENTLY ADOPTED STATE LEGISLATION AMENDING SECTION 177.071, FLORIDA STATUTES, REQUIRING CERTAIN PLAT AND REPLAT SUBMITTALS BE ADMINSTRATIVELY APPROVED WITHOUT FURTHER ACTION BY THE GOVERNING BODY; REQUIRING THE DESIGNATION OF AN ADMINISTRATIVE AUTHORITY FOR THE PLAT REVIEW AND APPROVAL PROCESSES; SETTING FORTH THE REVIEW TIMEFRAME AND NOTICE REQUIREMENTS RELATED TO THE APPROVAL PROCESS FOR PLAT AND REPLAT SUBMITTALS; CONFORMING SECTION 177.111, FLORIDA STATUTES, TO BE CONSISTENT WITH SECTION 177.071, FLORIDA STATUTES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt was made by Councilman Jonathan Foley and

Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

b. Second Reading - Ordinance No. 2025-24 - Land Development Code (LDC) Amendment/Chapter 15 Signs - Electronic Message Center Minimum Message Displayed Time

City Attorney Matt Jones read Ordinance No. 2025-24 into the record.

ORDINANCE NO. 2025-24

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 15 RELATING TO DIGITAL SIGNS AND STRING LIGHTING, AMENDING THE MESSAGE DISPLAY TIME; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

c. Second Reading - Ordinance No. 2025-25 - Land Development Code (LDC) Amendment/Chapter 16 – Miscellaneous Regulations – Setbacks for an Elevated Wood Deck

City Attorney Matt Jones read Ordinance No. 2025-25 into the record.

ORDINANCE NO. 2025-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 16 RELATING TO SPECIAL SETBACKS FOR ELEVATED WOOD DECKS,; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

17. First Reading - Ordinance No. 2025-19- Land Development Code (LDC) Amendment/Chapter 15 - Signs - Nonconforming signs

City Attorney Matt Jones read Ordinance No. 2025-19 into the record.

ORDINANCE NO. 2025-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 15 RELATING TO NONCONFORMING SIGNS TO INCENTIVIZE THE REMOVAL OF CERTAIN EXISTING NONCONFORMING SIGNS AND SIGN FACES IN EXCHANGE FOR THE ALLOWANCE OF RECONSTRUCTING BY AGREEMENT CERTAIN EXISTING NONCONFORMING SIGNS AND SIGN FACES ALONG THE I-95 CORRIDOR AND RIDGEWOOD AVENUE; REMOVING UNINTENDED DUPLICATE LANGUAGE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert.

Mr. Burman introduced the item, provided details, and answered Council members' questions.

Applicant, Rob Merrill with Cobb Cole, spoke on the lighting and the brightness of the sign. There is an automatic dimming solution on the sign once dusk sets in to adjust the brightness.

Motion carried unanimously by roll call vote.

COUNCIL COMMITTEE REPORTS

18. City Council Committee Reports

a. Volusia Flagler TPO - Councilman Jonathan Foley

Vice Mayor Grubbs attended the meeting on Councilman Foley’s behalf and stated there is nothing new to report.

b. Police Pension Board - Councilman Lance Green

Councilman Green provided an update on the Police Pension's quarterly meeting.

ADJOURNMENT – 7:46 p.m.

_____
Mayor Scott Stiltner

Attest:

_____
Robin Fenwick, MMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 3, 2025

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Scott Stiltner at 5:30 p.m.

OPENING

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Councilman Jonathan Foley Councilman Shawn Goepfert Councilman Lance Green Vice Mayor Tracy Grubbs Mayor Scott Stiltner
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Deputy City Clerk Amanda Bonin

DISCUSSION / ACTION

4. Discussion on Tentative City Millage and Tentative City Budget for FY 2026

Mayor Scott Stiltner announced the following;

The public hearing is now convened to discuss the millage rate and budget. The Fiscal Year (FY) 2026 Budget commences on October 1, 2025, and continues through September 30, 2026. We will begin with the City Council discussion of the Tentative millage necessary to fund the FY2026 Tentative budget for the City of Port Orange. The City is the taxing authority and the current year taxable value for operating purposes is $5,857,514,423.

The tentative millage rate is $4.975 mills per $1,000 of valuation which represents a 4.10% increase in ad valorem tax revenues above the rolled-back rate of $4.7790.

In addition to the foregoing tentative millage levy, there is a voter approved millage levy of 0.1623 mills necessary to fund the debt service payments on the 2006 general obligation bonds for public safety capital facilities which were refunded in 2016.

City Manager Wayne Clark provided details on the tentative millage rate.

Councilman Lance Green requested clarification regarding the budget calculations during the discussion.

Vice Mayor Tracy Grubbs addressed the topic of the cost-of-living increase, while Mayor Stiltner expanded on the discussion by also commenting on the rising cost of materials and the overall quality of life in the City of Port Orange.

Mayor Stiltner expressed pride in City staff for their ongoing efforts to reduce expenses while continuing to deliver excellent service to the community.

There was no public comment.

Councilman Goepfert spoke on the topic of the maximum millage rate and commended City staff for their efforts in proposing a lower millage rate than the initially established maximum of 5.00.

5. Resolution No. 25-41 - Adopting the Tentative Millage Rate for FY 2025-2026

> Motion to approve Resolution No. 25-41 adopting the City of Port Orange FY2026 Tentative millage rate of 4.975 mills per $1,000.00 of valuation was made by Councilman Shawn Goepfert and Seconded by Vice Mayor Tracy Grubbs. Motion carried 4-1 by roll call vote with Councilman Jonathan Foley voting no.

6. Resolution No. 25-42 - Adopting the Tentative Budget for FY 2025-2026

> Motion to approve Resolution No. 25-42 adopting the City of Port Orange FY2026 Tentative budget was made by Councilman Shawn Goepfert and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

7. Resolution No. 25-46 - Adopting Stormwater Fees for Fiscal Year 2025-2026

> Motion to approve Resolution No. 25-46 adopting the City of Port Orange FY2026 Stormwater Rate was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs.

Robert Reinhagen, resident, expressed concerns regarding the rate structure in relation to the square footage of homes.

Kellie Millwater, resident, shared her concerns about drainage issues in her neighborhood and asked for assistance.

In response to Mr. Reinhagen's comments, Councilman Green commented on the stormwater fee in relation to the concerns raised.

Mr. Clark provided clarification, noting that the stormwater fee is outlined in the City ordinance and was approved by Council vote a few years ago. Tonight's item for consideration is to implement the third increase to the 3-year plan approved by Council in 2023. Council can re-visit the calculation methodology at another meeting, but it has not been noticed for this meeting.

Motion carried unanimously by roll call vote.

ADJOURNMENT - 5:55 p.m.

_____
Mayor Scott Stiltner

Attest:

_____
Robin Fenwick, MMC
City Clerk

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

SUBJECT: (B6a) Intent to Award - ITB #25-15 Citywide Fencing Services to Sterling Enterprises, LLC, d/b/a Perimeter Solutions Group

DEPARTMENT: Parks & Recreation

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to award a Standard Contract for Services for ITB #25-15 for citywide fencing services to Sterling Enterprises LLC, d/b/a Perimeter Solutions Group; authorize the Mayor and City Clerk to execute the associated documents; and authorize City Manager to approve requested rate adjustments pursuant to the provisions in ITB #25-15.

SUMMARY: The City has an ongoing services contract for new fences and repair and replacement. This contract is available to all City departments.

The current contract with AAA Fence expires in November. Staff solicited bids for a new contract earlier in 2025 and got one responsive bid from Sterling Enterprises, LLC d/b/a Perimeter Solutions Group. Their pricing is similar to the prior contract with AAA Fence which did not respond to the current solicitation.

The proposed contract with Sterling will be for two years, with the option for up to three one-year renewals. Authorized services will be issued through Purchase Orders based on approved budgets for the department requesting services. In addition, staff is requesting Council to give the City Manager authority to approve future rate adjustments pursuant to the provisions in ITB #25-15.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Sterling Enterprises, LLC Standard Contract for Services - ITB 25-15 Citywide Fencing Services	Sterling Enterprises, LLC Standard Contract for Services - ITB 25-15 Citywide Fencing Services.pdf
2.	ITB 25-15 Citywide Fencing Services FINAL (6.11.2025)	ITB 25-15 Citywide Fencing Services FINAL (6.11.2025).pdf
3.	Sterling Enterprises LLc dba Perimeter Solutions Group submittal 7.15.2025	Sterling Enterprises LLc dba Perimeter Solutions Group submittal 7.15.2025.pdf
4.	Sunbiz	Sunbiz.pdf

5.	25Solicitation Request Form - Fencing Services	25Solicitation Request Form - Fencing Services.pdf
6.	ITB 25-15 Bid Tabuation FINAL (7.22.2025)	ITB 25-15 Bid Tabuation FINAL (7.22.2025).pdf
7.	ITB 25-15 Notice of Intent To Award FINAL (7.22.2025)	ITB 25-15 Notice of Intent To Award FINAL (7.22.2025).pdf
8.	Affidavits City of Port Orange 07292025	Affidavits City of Port Orange 07292025.pdf
9.	Sterling Enterprises LLc dba Perimeter Solutuions Group All 5.31.2026	Sterling Enterprises LLc dba Perimeter Solutuions Group All 5.31.2026.pdf

Jennifer Cox	Created/Initiated - 08/14/2025
Susan Lovallo	Approved - 08/14/2025
Linda Truitt	Approved - 08/18/2025
Matthew Jones	Approved - 09/04/2025
Wayne Clark	Final Approval - 09/05/2025

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2025**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **STERLING ENTERPRISES, L.L.C. d/b/a PERIMETER SOLUTIONS GROUP** ("Contractor"), a Florida limited liability company, whose principal address is 230 North Summit Avenue, Lake Helen, Florida 32744. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide Citywide Fencing Services, and as more specifically described in Intent to Bid 25-15 ("ITB 25-15"). This Contract together with ITB 25-15 and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work of ITB 25-15, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 25-15 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties, notwithstanding the date of execution, the term of services shall begin on November 16, 2025, and continue for a period of two (2) years (the "Initial Term").

Renewals: This Contract may be renewed for up to three (3) one-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Notice to Proceed issued and executed by the City and signed by the Contractor and a written Purchase Order. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not exceed the appropriated budget. All payments

shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Administration*. The Department Head requesting service ("Purchase Order Administrator"), shall perform contract administration of their respective purchase order(s). The Parks and Recreation Director, Susan Lovallo, shall preform contract administration for the master contract ("Contract Administrator") The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

6. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**		

12. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature

for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

19. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

20. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE**

PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

27. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

29. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5758

Contractor:
Sterling Enterprises, L.L.C. d/b/a Perimeter Solutions Group
Attention: Ryan Wilkins, President
4427 W. Kennedy Boulevard
Suite 260
Tampa, Florida 33609
(386) 532-2100 - Telephone
jlink@perimetersolutionsgroup.com - E-Mail

230 North Summit Avenue
Lake Helen, Florida 32744

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

31. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Witnesses:

STERLING ENTERPRISES, L.L.C.

By:_____

Ryan Wilkins, President

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name:_____

_____

Printed Name:_____

Date:_____

Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Contractor's Proposal
and ITB 25-15 Section 3 - Scope of Services

Consisting of 8 Pages

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING
ITB #25-15
CITYWIDE FENCING SERVICES

NAME OF BUSINESS:	Sterling Enterprises, LLC, DBA Perimeter Solutions Group
CONTACT PERSON:	John Paul Link
EMAIL ADDRESS:	jlink@perimetersolutionsgroup.com
AUTHORIZED SIGNATURE:	John Paul Link John Paul Link

ALL PRICING SHALL BE IN ACCORDANCE WITH SECTION 3 - SPECIFICATIONS

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
Furnish & Install Chain Link colored vinyl fencing - includes fabric, line post, post caps, concrete footings, tension wires and fittings. Terminal Post, strectcher bar, Top Rail and hardware not included.					
1	4 ft. high, Galvanized fencing	Lineal Foot	250	$ 14.50	$ 3625.00
2	4 ft. high, Colored Vinyl fencing	Lineal Foot	100	$ 18.50	$ 1850.00
3	6 ft. high, Galvanized fencing	Lineal Foot	2700	$ 20.50	$ 55350.00
4	6 ft. high Colored Vinyl fencing	Lineal Foot	500	$ 28.50	$ 14250.00
Furnish & Install Black Aluminum Ornamental Fencing - includes line post, post caps, concrete footings and all associated hardware.					
5	4' High - Black Aluminum Ornamental Fence	Lineal Foot	100	$ 41.50	$ 4150.00
6	6' High - Black Aluminum Ornamental Fence	Lineal Foot	100	$ 51.00	$ 5100.00
Relocate or remove existing fencing, including fabric, line posts, top rails, tension wires and fittings. Fill all post holes with clean fill, and haul away any and all fence debris, including disposal of fence and posts.					
7	Relocate existing 4 ft. high fencing	Lineal Foot	2700	$ 13.50	$ 36450.00
8	Relocate existing 6 ft. high fencing	Lineal Foot	500	$ 17.50	$ 8750.00
9	Relocate existing 8 ft. high fencing	Lineal Foot	200	$ 20.50	$ 4100.00
10	Remove and dispose of damaged fencing material	Lineal Foot	3400	$ 3.00	$ 10200.00
Furnish & Install Temporary Galvanized Chain-link Fencing. All materials furnished by the fencing contractor, and remain the property of the fencing contractor. Price shall include installation and removal of fencing.					
11	Temporary - 4 ft. high, Galvanized	Lineal Foot	500	$ 6.00	$ 3000.00
12	Temporary - 6 ft. high, Galvanized	Lineal Foot	500	$ 6.50	$ 3250.00
Furnish & Install Hinged Swing Gate, 4 ft. high, complete, with all mounting hardware, latching hardware and fabric included. Gate Posts to be priced in Line Items 51-58. Configured as single or double gate swing.					
13	3 ft. width - Galvanized	Each	5	$ 165.00	$ 825.00
14	3 ft. width - Black Aluminum Ornamental	Each	5	$ 365.00	$ 1825.00
15	3 ft. width - Colored Vinyl	Each	5	$ 265.00	$ 1325.00
16	4 ft. width - Galvanized	Each	5	$ 195.00	$ 975.00
17	4 ft. width - Black Aluminum Ornamental	Each	5	$ 415.00	$ 2075.00
18	4 ft. width - Colored Vinyl	Each	5	$ 285.00	$ 1425.00
19	5 ft. width - Galvanized	Each	5	$ 215.00	$ 1075.00
20	5 ft. width - Colored Vinyl	Each	5	$ 299.00	$ 1495.00
21	6 ft. width - Galvanized	Each	5	$ 225.00	$ 1125.00
22	6 ft. width - Colored Vinyl	Each	5	$ 315.00	$ 1575.00
23	10 ft. width - Galvanized	Each	5	$ 550.00	$ 2750.00
24	10 ft. width - Colored Vinyl	Each	5	$ 675.00	$ 3375.00
25	12 ft. width - Galvanized	Each	5	$ 650.00	$ 3250.00
26	12 ft. width - Colored Vinyl	Each	5	$ 715.00	$ 3575.00

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.					
Item #	**Description**	**Unit of Measure**	**Estimated Quantities**	**Unit Price**	**Extended Price**
Furnish & Install Hinged Swing Gate, 6 ft. high, complete, with all mounting hardware, latching hardware and fabric included. Gate Posts to be priced in Line Items 59-66. Configured as Single or Double Gate Swing.					
27	3 ft. width - Galvanized	Each	4	$ 185.00	$ 740.00
28	3 ft. width - Colored Vinyl	Each	4	$ 285.00	$ 1140.00
29	3 ft. width - Black Aluminum Ornamental	Each	4	$ 425.00	$ 1700.00
30	4 ft. width - Galvanized	Each	4	$ 225.00	$ 900.00
31	4 ft. width - Colored Vinyl	Each	4	$ 315.00	$ 1260.00
32	4 ft. width - Black Aluminum Ornamental	Each	4	$ 450.00	$ 1800.00
33	5 ft. width - Galvanized	Each	4	$ 235.00	$ 940.00
34	5 ft. width - Colored Vinyl	Each	4	$ 335.00	$ 1340.00
35	6 ft. width - Galvanized	Each	4	$ 255.00	$ 1020.00
36	6 ft. width - Colored Vinyl	Each	4	$ 350.00	$ 1400.00
37	10 ft. width - Galvanized	Each	4	$ 850.00	$ 3400.00
38	10 ft. width - Colored Vinyl	Each	4	$ 975.00	$ 3900.00
39	12 ft. width - Galvanized	Each	4	$ 900.00	$ 3600.00
40	12 ft. width - Colored Vinyl	Each	4	$ 1025.00	$ 4100.00
Furnish & Install Cantilever Sliding Gate, 4ft.high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. Gate Posts to be priced in Line Items 51-58. Configured as Single or Double Gate Swing.					
41	Gate opening width of 10 ft. single gate - Galvanized	Each	5	$ 2150.00	$ 10750.00
42	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	5	$ 2350.00	$ 11750.00
43	Gate opening width of 12 ft. single gate - Galvanized	Each	8	$ 2250.00	$ 18000.00
44	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	5	$ 2500.00	$ 12500.00
Furnish & Install Cantilever Sliding Gate, 6 ft. high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. Gate Posts to be priced in Line Items 59-66. Configured as Single or Double Gate.					
45	Gate opening width of 10 ft. single gate - Galvanized	Each	10	$ 2500.00	$ 25000.00
46	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	4	$ 2750.00	$ 11000.00
47	Gate opening width of 12 ft. single gate - Galvanized	Each	4	$ 2700.00	$ 10800.00
48	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	4	$ 2950.00	$ 11800.00
49	Gate opening width of 12 ft. double gate(2)- Galvanized	Each	4	$ 5000.00	$ 20000.00
50	Gate opening width of 12 ft. double gate(2)- Colored Vinyl	Each	4	$ 5300.00	$ 21200.00
Furnish & Install 4 ft. high fencing, Terminal/Gate Posts, each to include; concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections.					
51	Galvanized, 3" round terminal/gate post	Each	10	$ 200.00	$ 2000.00
52	Colored, 3" round terminal/gate post	Each	10	$ 230.00	$ 2300.00
53	Galvanized, 4" round terminal/gate post	Each	10	$ 20.00	$ 200.00
54	Colored, 4" round terminal/gate post	Each	20	$ 200.00	$ 4000.00
55	Galvanized, 6-5/8" round terminal/gate post	Each	10	$ 300.00	$ 3000.00
56	Colored, 6-5/8" round terminal/gate post	Each	10	$ 750.00	$ 7500.00
57	Galvanized, 8-5/8" round terminal/gate post	Each	10	$ 800.00	$ 8000.00
58	Colored, 8-5/8" round terminal/gate post	Each	10	$ 1050.00	$ 10500.00
Furnish & Install 6 ft. high fencing, Terminal/Gate Posts, each to include: concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections.					
59	Galvanized, 3" round terminal/gate post	Each	5	$ 200.00	$ 1000.00
60	Colored, 3" round terminal/gate post	Each	5	$ 235.00	$ 1175.00
61	Galvanized, 4" round terminal/gate post	Each	5	$ 205.00	$ 1025.00

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.					
Item #	**Description**	**Unit of Measure**	**Estimated Quantities**	**Unit Price**	**Extended Price**
62	Colored, 4" round terminal/gate post	Each	5	$ 250.00	$ 1250.00
63	Galvanized, 6-5/8" round terminal/gate post	Each	5	$ 400.00	$ 2000.00
64	Colored, 6-5/8" round terminal/gate post	Each	5	$ 650.00	$ 3250.00
65	Galvanized, 8-5/8" round terminal/gate post	Each	5	$ 900.00	$ 4500.00
66	Colored, 8-5/8" round terminal/gate post	Each	5	$ 1150.00	$ 5750.00
Furnish & Install Top Rail with all required hardware to complete fencing connection.					
67	Galvanized Top Rail	Lineal Foot	60	$ 5.50	$ 330.00
68	Colored Top Rail	Lineal Foot	60	$ 6.00	$ 360.00
Furnish & Install Fabric with all required hardware to complete fencing connection.					
69	4 ft. high, Galvanized fabric	Lineal Foot	10	$ 20.00	$ 200.00
70	4 ft. high, Colored fabric	Lineal Foot	10	$ 30.00	$ 300.00
71	6 ft. high, Galvanized fabric	Lineal Foot	10	$ 40.00	$ 400.00
72	6 ft. high, Colored fabric	Lineal Foot	10	$ 60.00	$ 600.00
Furnish & Install Stretcher Bar with all required hardware to complete fencing connection.					
73	4 ft. high, Galvanized stretcher bar	Each	4	$ 50.00	$ 200.00
74	4 ft. high, Colored stretcher bar	Each	4	$ 65.00	$ 260.00
75	6 ft. high, Galvanized stretcher bar	Each	4	$ 75.00	$ 300.00
76	6 ft. high, Colored stretcher bar	Each	4	$ 80.00	$ 320.00
Additional services and labor may be needed under this contract at an hourly rate for projects related to the installation, removal, and/or repair of any kind of fencing materials.					
77	Standard hourly labor rate for Foreman for additional fencing work as specified (Monday through Friday).	Hourly	300	$ 95.00	$ 28500.00
78	Standard hourly labor rate for Laborer for additional fencing work as specified (Monday through Friday).	Hourly	300	$ 75.00	$ 22500.00
79	Standard hourly labor rate for Foreman for additional fencing work as specified (Nights, weekends and holidays).	Hourly	50	$ 190.00	$ 9500.00
80	Standard hourly labor rate for Laborer for additional fencing work as specified (Nights, weekends and holidays).	Hourly	50	$ 160.00	$ 8000.00
81	Percentage markup for fencing materials other than chain link (not to exceed 15%)	Materials	$5,000.00	% 15	$ 5750.00
				TOTAL PRICE:	$ 491,755.00

SECTION 3 – SPECIFICATIONS

Contractor will be responsible to secure all permits required to install & complete each project. Projects will be completed as per plans and/or scope of work from the City. Required inspections, (As Built) plans, correction notices and completion certificates shall be the responsibility of the Contractor. All material and equipment shall meet or exceed design Specifications as outlined in ITB #25-15 and per project Scope of Work per City instructions. Services of this ITB are scheduled to begin November 16, 2025.

A. (Attachment 1) Schedule of Unit Pricing will include applicable permit fees, furnishing of all labor & material to install total fencing project, completed as per Jurisdictional code and shall be gross value, inclusive of all associated costs such as vehicle, fuel, powered post hole diggers/augers, normal hand tools, etc.

B. All fence installations will comply with and conform to all applicable Building Codes, Jurisdictional authorities, Local and State Jurisdictional Codes, and ASTM F 567 Standard Practices for Installation of Chain Link Fence.

C. All Chain Link Fabric is to be minimum 9 ga. without vinyl (.144 diameter) & 2" mesh.

D. All fence installations will be Colored Vinyl unless specifically specified to be Galvanized.

E. Fence installations will include all posts, post caps, components and hardware to be same color as fence fabric.

BID PRICING

A. **Chain Link, Vinyl and Ornamental Fencing**
Bid pricing is requested for installed chain link, vinyl and ornamental fencing on a linear foot basis, based on the Specifications and requirements in sections 1.0, 2.0, 3.0, 4.0, 5.0 and the Scope of Services increments as detailed on (Attachment 1) Schedule of Unit Pricing. Additionally, bid pricing is requested for gates in both 4 and 6-foot heights, and bid pricing is requested for fence gate posts per each as detailed on (Attachment 1) Schedule of Unit Pricing.

B. **Fencing Other Than Chain Link**
Bid pricing is requested for other types of fencing as follows:
   a) Installation – hourly rate
   b) Percentage of mark-up over cost for materials

C. **Demolition of Existing Fence**
Bid pricing is requested for demolition of existing fence on a linear foot basis, based on Specifications Section 3.0.

The Specifications are listed below. Bidder will be responsible for meeting all Specifications as outlined herein.

1.0 Chain Link Fencing

1.1. System Description

1. Fence Height: 4 feet and 6 feet
2. Line Post Spacing: At intervals not exceeding 10 feet

1.2. Material and Components

1. **Framework Material:** Schedule 40 steel pipe, standard weight; ASTM A 120.
2. **Fabric:** CLFM1 Standard Industrial Service; ASTM A 392 zinc-coated steel, 2-inch diamond mesh, 9 gauge interwoven; FS RR-F-191, Type 1. Top selvage knuckle end closed, bottom selvage knuckle end closed.
3. **Tension Wire:** Steel, single strand, 6 gauge thick.

4. **Finish:** Galvanized, 1.8 oz./sq. ft. coating, ASTM A 123.
5. Concrete Anchorage for posts.
6. **Line Posts:** 2.50-inch diameter steel pipe, Schedule 40, one piece, without joints.
7. **Corner and Terminal Posts:** 3.0-inch diameter steel pipe, Schedule 40, one piece, without joints
8. **Fence Posts:** Schedule 40 in the following sizes: 2" x 8'; 2 ½ x 8'; 3" x 8'; 4" x 10' 6"; 6 5/8" x 10' 6"; 8 5/8" x 10' 6".
9. **Top and Brace Rail:** 1.66-inch diameter, plain end, sleeve coupled pipe.
10. **Gate Frame:** 1.66-inch diameter for welded fabrication.
11. **Caps:** Cast steel galvanized, sized to post diameter, set screw retainer.
12. **Fittings:** Sleeves, bands, clips, rail ends, tension bars, fasteners, and fittings:
    i. steel.
13. **Gate Hardware:** ASTM A 153; fork latch with gravity drop, center gate stop and drop rod for double gates, three 180-degree gate hinges per lead, and hardware for padlock. Clam shell or Boxed hinged for 90-degree gates.

1.3. Installation

1. Install framework, fabric and accessories in accordance with ASTM F567 and manufacturer's instructions.
2. Set terminal and posts plumb in concrete footings with top of footing 6 inches below finish grade. Embed posts a minimum 2 feet into concrete.
3. Provide top rail through line posts and splice with 7-inch-long rail sleeves.
4. Stretch fabric between terminal posts or at all intervals of 100 feet maximum, whichever is less.
5. Position bottom of fabric one inch above finish grade.
6. Fasten fabric to top rail, line posts, and braces and bottom tension wire on rail with wire ties maximum 15 inches on center.
7. Attach fabric to end and corner posts with tension bars and tension bar clips.
8. Install bottom tension wire stretched taut between terminal posts.
9. Brace each gate and corner posts to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, one bay from end and post gates.
10. Provide gate posts: 2" x 8'; 2 ½ x 8'; 3" x 8'; 4" x 10'6"; 6 5/8" x 10'6"; 8 5/8" x 10"6" as applicable.
11. Install gate fabric to match fence. Install three hangars, latch, catches, drop hold torsion spring retainer.
12. Provide concrete center drop to footing depth and drop and retainers at center of double gate openings

1.4. Installation Tolerances

1. Maximum variation from plumb: 1/4 inch
2. Maximum offset from true position: One (1) inch
3. Components shall not infringe on adjacent property lines.

2.0. Fencing Other Than Chain Link

1. Material specifications and installation requirements for other types of fencing will be determined by the City's representative on a per job basis. All materials and installation requirements must adhere to ASTM/ANSI standards as applicable for the particular type of fencing.

3.0. Demolition and Removal of Existing Fencing

1. Demolition and removal of existing fencing includes the removal of fencing and related materials from the work site.
2. The awarded Contractor(s) will be required to dispose of all fencing material in accordance with all applicable, rules, regulations, ordinances and laws governing the disposal of fencing material. Material may NOT be disposed of on City property unless approved by the City. The City may ask any unused fencing to be dropped off at our warehouse for future projects.

4.0 Ornamental Fencing

4.1. Scope

1. This Section of the Specifications is intended to cover the furnishing of all labor, materials, equipment, and/or incidentals necessary to the completion of all requirements of the drawings, notes, schedules, and these specifications concerning ornamental fencing, gates and grilles including all posts, brackets, and accessories and the installation thereof.

4.2. Shop Drawings

1. The City representative will determine if the drawings are to be furnished by the City or by the Contractor assigned to the project. If the Contractor is to submit the detailed Shop Drawings indicating profile, locations, size, material, finish, and details of installation of all handrails and accessories, the Contractor shall submit the Shop Drawings to the City representative for approval. No fabrication shall be done until approval of Shop Drawings is obtained.

4.3. Design Criteria

1. All fencing and gates shall be designed, manufactured and installed to carry 200 pounds per linear foot downward force at top rail, 50 pounds per linear foot horizontal force applied at the top rail and 25 pounds per square foot at center panel sections.

4.4. Fence, Gates and Grilles

1. Furnish and install fence, gates and grilles of sizes as shown on the drawings. As a basis for design, the fence, gates, posts, and fittings are based on those manufactured by Metalco (800) 708-2526, Model #LISTON or equal. Products and grilles by other manufacturers or fabricators meeting these specifications will be acceptable. Fencing, gates, and grilles shall be manufactured from galvanized steel or heavy-duty aluminum, load specifications as per the above specified with a baked on polyester resin coating. Color to be selected by Architect. All connections will be either welded or riveted where appropriate and provide anchoring systems to accommodate the field connection.
   Ameristar Fence Products (1-918-835-0898) is an approved equal. Montage Fencing is an approved equal.
2. Components: Fence, gates and grilles shall be Liston model with vertical elements of cold pre-bent tubular steel 3/4" diameter gauge 0.060 inches. Horizontal elements one tubular steel diameter 1-1/8” gauge 0.060 fence panels to be 46-1/2” high.
3. Provide pre-engineered protective cage/grilles over gable end louvers and roof/wall ventilators subject to damage due to high wind projectiles on EHPA building and where identified in the construction documents. Protective units to be painted the same color as the substrate it is anchored to.
4. Steel and Iron Ornamental Metal Work
   a. Field verify and measure actual size of depressions in concrete tilt wall and other construction contiguous with ornamental metal prior to fabrication. Coordinate all installation of anchorages for ornamental metal items. Furnish setting drawings, templates, and directions for installing anchorage including sleeves, inserts, anchors, bolts and items with integral anchors that are to be embedded in concrete or masonry.

4.5. Cantilever Gates:

1. **Gate Frame:** The entire frame and support members shall be manufactured with the same aluminum material, alloy and temper 6061-T6 (ASTM 1184). Fabricate chain link cantilever slide gates in accordance with ASTM F-1184, using 2’ Schedule 40 galvanized outside vertical members. Members are welded together with a continuous top track and bottom rail to form a rigid one-piece frame. Vertical interior support uprights will be positioned equally throughout the frame structure. There shall be no openings in any frame work. The cantilever overhang will be 40% or greater for any given opening size.
2. **Chain link fabric:** 2” x 9 gage Knuckle Fabric shall be installed over the entire gate length

(UL-325) which will create a universal design (gate can be used for right- or left-hand applications). Fabric will be attached securely with tension bars that are attached on either frame end by tension bands. High tensile wire will provide additional fabric support across the top and bottom of the gate structure.

3. **Wheel Assemblies** shall be malleable or ductile Steel housing with Nylon wheels with protective covers. The top and bottom assembly shall be attached to each guide post.
4. **Gate posts** shall be 4" OD schedule 40 pipe with top caps on all post. Two support posts and 1 latch post shall be installed. A 3-foot 3/16" GA30 Galvanized chain shall be welded to the end post to secure the gate.
5. **Gate posts Footing** shall be set in concrete (3000 psi compressive strength). The footing shall be 16" in diameter with depth approximately 6" deeper than the post bottom. Deeper footing may be required in areas with loose or soft soil. Set post bottom at least 36" below the surface. Posts must be plumb. Install gates plumb, level and secure for the full opening size making sure they move free of obstructions. Adjust hardware for smooth operation.

4.6. Installation and Workmanship

1. All work shall be of the finest quality and shall be fabricated in a shop whose principal business is the manufacture of the highest-grade ornamental metal work.
2. Fencing, gates and grilles shall be shipped completely pre-finished with all necessary accessories, ready for installation.
3. The fence, gates and grilles shall be rigidly and securely installed in a first-class manner by mechanics experienced in the erection of ornamental metal. All fasteners, screws, and fittings shall be drawn tightly.
4. Joints shall be accurately machined to be sharp and true and free from discolorations, welds to be ground smoother prior to receiving protective coatings.
5. Caulk all joints and gapes of dissimilar materials the metal will penetrate to achieve its intended anchoring surfaces to insure a watertight installation.
6. All work areas will be clean and free of debris, tools and material daily.
7. After the work is completed, the Contractor to clean or repair any damage that can be attributed to the Contractor's workmen.

5.0 VINYL FENCING

5.1. Work Included

1. Fence sections including pickets, rails, posts, and caps
2. Gates and related hardware
3. Excavation and anchorage for posts
4. Spacing between posts should be 6 feet

5.2. Quality Assurance

1. Cell classification - ASTM D1784 - 14344B
2. Tensile Strength - 6,500 psi - ASTM D638
3. Izod impact (ft. lbs./in notch) 23'C - 5.0 O'C - 2.0 - ASTM D256
4. Tensile modulus 425,000 psi - ASTM D638
5. Deflection Temperature 67° C - ASTM D648
6. Thermal expansion 3 x 10.5 in / in F

5.3. Submittals

1. Manufacturer's technical literature with fence and gate installation instructions
2. Shop drawings showing fence design
3. Material samples if requested

5.4. Material

1. The fence is constructed with materials made of rigid Poly Vinyl Chloride (PVC) formulated to resist impact and for Ultra Violet (UV) stabilization
2. The extruded product meets or exceeds ASTM DI 784

5.5. Manufacturer

1. Bufftech or approved Equal

5.6. Components

1. Rails, Pickets, Posts
    a. Are cut to specific lengths as required for style specified
    b. Rails are routed to receive pickets
    c. Posts are routed to receive rails at correct heights
2. Stiffener Channel
    a. Bottom rails for residential and commercial applications contain steel reinforcing for additional strength. Refer to style channel available upon request.
3. Post Caps
    a. Caps are PVC molded
    b. External fit flat for true 4" x 4" and 5" x 5" posts
    c. Internal flat cap available for standard wall 5" x 5" posts and 4" x 4" posts
4. Gates
    a. Constructed from rigid PVC with reinforcement
    b. Gates are designed to match fence section. All hardware and bracing are included.
5. Hardware for Commercial Styles
    a. Self-closing hinge:
        i. Reinforced nylon structure
        ii. Unit has self-closing capabilities
        iii. Hinge is adjustable to relieve sag or misalignment problems
        iv. Mounts on two sides of post for strength and stability
    b. Nuts, Bolts, Washers and Screws:
        i. Stainless steel
        ii. Screw heads are painted black to match hinge
        iii. Black acorn nuts and washers are used for safety and aesthetics
        iv. Screw heads are covered using a UV stabilized, molded two-part snap cap system
        v. Contact manufacturer for Post & Rail hardware

6.0. Warranty

1. Manufacturer's Warranty: Lifetime non-prorated limited warranty applies to original owner/consumer, or 30-year non-prorated warranty applies to commercial application.

END OF SPECIFICATIONS

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CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID
ITB #25-15
CITYWIDE FENCING SERVICES

City of Port Orange
Purchasing Division
Prepared by: Joseph Castro
Release Date: June 13, 2025

Bid Due Date & Time: July15, 2025 @ 2:30 PM

City of Port Orange, Florida
1000 City Center Circle, Port Orange, FL 32129
(386) 506-5717
purchdiv@port-orange.org ; www.port-orange.org

Legal Notice to Bidders

ITB # 25-15
CITYWIDE FENCING SERVICES

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #25-15 Citywide Fencing Services. Bids will be accepted in the City Clerk's office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 PM Eastern Standard Time (EST) on July 15, 2025** which may be amended by addendum issued by the City. All untimely bids will not be considered and will be returned to the Bidder unopened. All bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 2:30 PM EST in Council Chambers.**

There will be a non-mandatory Pre-Bid Conference for the project at **10:00 AM EST** on **June 20, 2025** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, FL 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and MUST sign in accordingly. Bidders are urged to obtain bid documents and familiarize themselves with the documents prior to the Pre-Bid Conference.

Bidder must include with their submittal a bid guarantee in the form of a bid bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid.

DESCRIPTION: *Fencing services to include repairs, replacement and new fence on an as needed basis throughout the City.*

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein. Bidders must be properly registered and licensed to provide the services identified in the scope of work by all applicable state and local agencies.

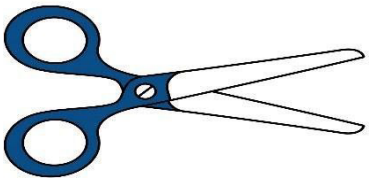
All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with Chapter 2, Article VI, Division 2, Section 2-266. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 and at www.municode.com.

Copies of the bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com .

All questions shall be directed **in writing** to Joseph Castro, Buyer jcastro@port-orange.org and purchdiv@port-orange.org and reference "Questions on ITB #25-15 Citywide Fencing Services" in the subject line. Last day for questions will be **June 27, 2025 by 5:00 PM EST**.

The Cone of Silence begins with the issuance of the solicitation document and continues until City Council meets to make a final decision on an award. During this time Bidders, suppliers, contractors and sub-contractors are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation. While the Cone of Silence is in effect, all communications from potential Bidders, suppliers, contractors and sub-contractors must be directed to the Purchasing Division @ purchdiv@port-orange.org.

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID – DO NOT OPEN

SEALED BID NO.: **ITB #25-15**

BID TITLE: **CITYWIDE FENCING SERVICES**

DUE DATE/TIME: **July 15, 2025 AT 2:30 PM EST**

SUBMITTED BY: _____
(Name of Company)

BIDDER'S ADDRESS: _____

_____

DELIVER TO: **CITY OF PORT ORANGE CITY CLERK'S OFFICE**
ATTN: JOSEPH CASTRO, BUYER
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

DATE/TIME RECEIVED:_____
(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) for the purchase and installation of galvanized chain link, vinyl and ornamental fencing and gates; purchase and installation of other types of fencing; demolition and removal of existing fencing, and repairs of existing fencing. All materials used by the awarded Contractor(s) must comply with current ASTM/ANSI standards.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division of any language, requirements, etc. or any combination thereof that inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Bidders desiring to provide services, as described herein shall submit sealed bids, including one (1) original and one (1) digital (flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Eastern Standard Time)

The City reserves the right to alter dates as needed.

DESCRIPTION	DATE
Date of distribution	June 13, 2025
Non-mandatory Pre-Bid Conference	June 20, 2025 @10:00AM
Deadline for questions	June 27, 2025 by 5:00 PM
Addendum posting (if needed)	July 8, 2025
Bids due	July 15, 2025 by 2:30 PM
City Council meeting for approval of Recommendation of Award	To Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Sealed bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time. Bids shall be sealed and Bidders shall clearly indicate on the outside of their bid the following:

a. Invitation to Bid (ITB) Number and Title
b. Date of Opening
c. Name of Bidder
d. Address of Bidder

Due to the timing of mail service, the City cautions Bidders to ensure actual delivery of bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. The City will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone or email shall not be accepted. Also, Bidders are instructed NOT to fax their bid package. **Faxed bids will be rejected as non-responsive regardless of where or when the fax is received.**

All bids will be opened publicly and the names of all Bidders shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all bids or parts of bids if it is in the best interest of the City.

PRE-BID CONFERENCE

There will be a non-mandatory Pre-Bid Conference on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the non-mandatory Pre-Bid Conference and site visit MUST sign in. The representative of each Bidder shall be an authorized employee of the Bidder and must sign in accordingly.

QUESTIONS

All questions shall reference ''ITB #25-15 Citywide Fencing Services" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Joseph Castro, Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@port-orange.org
purchdiv@port-orange.org

ADDENDA

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid due date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. The Bidder should verify prior to submitting a bid that all addenda have been received and reviewed. All addenda will be published on the City Purchasing web page at www.port-orange.org/bids.aspx and the DemandStar website at www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an Acknowledgment of Addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your bid after opening or for subsequent protest of award.

MINIMUM QUALIFICATIONS

Bidders shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Bidders must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided *Professional References* form (Form 7.8). Failure to provide verifiable references may cause the Bidder to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING

All Bidders are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Bidders and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted bids for this project. Any Bidder contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

SCHEDULE OF UNIT PRICING

Schedule of Unit Pricing is to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the Schedule of Unit Pricing as directed and without modification will negatively affect the evaluation of your bid. If the City has a need to revise the Schedule of Unit Pricing prior to the bid submittal deadline, it will do so in a published addendum. If the City does revise the Schedule of Unit Pricing, Bidders **must** complete and return the City issued revised version of the Schedule of Unit Pricing. If Bidder does NOT complete and return the City issued revised version of the Schedule of Unit Pricing their bid submittal will be deemed non-responsive.

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the ITB specifications, the Bidder must indicate those exceptions as stated on the *Bidder's Acknowledgement* (Form 7.2).

BID SUBMISSION AND WITHDRAWAL

Unless otherwise specified, Bidder shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Bidders. Upon opening, bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS

Correction of inadvertently erroneous bids shall be permitted up to the time of ITB opening. Bidders shall not be allowed to modify their bids after the opening time and date.

WITHDRAWAL OF BIDS

NO bid shall be withdrawn for a period of one-hundred-twenty (120) days subsequent to the bid opening without the consent of the City of Port Orange. Negligence on the part of the Bidder in preparing their bid confers no right of withdrawal or modification after the bid has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn bid shall not be resubmitted.

OPENING OF BIDS

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. The City bears no responsibility for the premature opening of a bid not properly addressed and identified.

LITIGATION HISTORY

The City will consider a Bidder's litigation history information in its review and determination of responsibility. All Bidders are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non- responsive by the Purchasing Manager.

DEBARMENT HISTORY

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history as required on the *Certification Regarding Debarment, Suspension and Other Responsibility Matters* (contained herein) may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS

The City reserves the right to reject any and/or all bids when such rejection is in the best interest of the City.

BIDS MAY BE REJECTED AND/OR BIDDER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

(a) Failure to update the information on file including address, product, service or business descriptions.
(b) Failure to perform according to contract provisions.
(c) Conviction in a court of law of any criminal offense in connection with the conducting of business.
(d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
(e) Evidence that the Bidder has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.

(f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation will become the sole property of the City of Port Orange. The Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Bidder upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

REQUIRED DOCUMENTS FOR AWARDED BIDDER

The awarded Bidder shall return all the required post-award documents within 10 days after the issuance of the Notice of Intent to Award in order to execute the contract.

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SECTION 3 – SPECIFICATIONS

Contractor will be responsible to secure all permits required to install & complete each project. Projects will be completed as per plans and/or scope of work from the City. Required inspections, (As Built) plans, correction notices and completion certificates shall be the responsibility of the Contractor. All material and equipment shall meet or exceed design Specifications as outlined in ITB #25-15 and per project Scope of Work per City instructions. Services of this ITB are scheduled to begin November 16, 2025.

A. (Attachment 1) Schedule of Unit Pricing will include applicable permit fees, furnishing of all labor & material to install total fencing project, completed as per Jurisdictional code and shall be gross value, inclusive of all associated costs such as vehicle, fuel, powered post hole diggers/augers, normal hand tools, etc.

B. All fence installations will comply with and conform to all applicable Building Codes, Jurisdictional authorities, Local and State Jurisdictional Codes, and ASTM F 567 Standard Practices for Installation of Chain Link Fence.

C. All Chain Link Fabric is to be minimum 9 ga. without vinyl (.144 diameter) & 2" mesh.

D. All fence installations will be Colored Vinyl unless specifically specified to be Galvanized.

E. Fence installations will include all posts, post caps, components and hardware to be same color as fence fabric.

BID PRICING

A. **Chain Link, Vinyl and Ornamental Fencing**
Bid pricing is requested for installed chain link, vinyl and ornamental fencing on a linear foot basis, based on the Specifications and requirements in sections 1.0, 2.0, 3.0, 4.0, 5.0 and the Scope of Services increments as detailed on (Attachment 1) Schedule of Unit Pricing. Additionally, bid pricing is requested for gates in both 4 and 6-foot heights, and bid pricing is requested for fence gate posts per each as detailed on (Attachment 1) Schedule of Unit Pricing.

B. **Fencing Other Than Chain Link**
Bid pricing is requested for other types of fencing as follows:
   a) Installation – hourly rate
   b) Percentage of mark-up over cost for materials

C. **Demolition of Existing Fence**
Bid pricing is requested for demolition of existing fence on a linear foot basis, based on Specifications Section 3.0.

The Specifications are listed below. Bidder will be responsible for meeting all Specifications as outlined herein.

1.0 Chain Link Fencing

1.1. System Description

1. Fence Height: 4 feet and 6 feet
2. Line Post Spacing: At intervals not exceeding 10 feet

1.2. Material and Components

1. **Framework Material:** Schedule 40 steel pipe, standard weight; ASTM A 120.
2. **Fabric:** CLFM1 Standard Industrial Service; ASTM A 392 zinc-coated steel, 2-inch diamond mesh, 9 gauge interwoven; FS RR-F-191, Type 1. Top selvage knuckle end closed, bottom selvage knuckle end closed.
3. **Tension Wire:** Steel, single strand, 6 gauge thick.

4. **Finish:** Galvanized, 1.8 oz./sq. ft. coating, ASTM A 123.
5. Concrete Anchorage for posts.
6. **Line Posts:** 2.50-inch diameter steel pipe, Schedule 40, one piece, without joints.
7. **Corner and Terminal Posts:** 3.0-inch diameter steel pipe, Schedule 40, one piece, without joints
8. **Fence Posts:** Schedule 40 in the following sizes: 2" x 8'; 2 ½ x 8'; 3" x 8'; 4" x 10' 6"; 6 5/8" x 10' 6"; 8 5/8" x 10' 6".
9. **Top and Brace Rail:** 1.66-inch diameter, plain end, sleeve coupled pipe.
10. **Gate Frame:** 1.66-inch diameter for welded fabrication.
11. **Caps:** Cast steel galvanized, sized to post diameter, set screw retainer.
12. **Fittings:** Sleeves, bands, clips, rail ends, tension bars, fasteners, and fittings:
    i. steel.
13. **Gate Hardware:** ASTM A 153; fork latch with gravity drop, center gate stop and drop rod for double gates, three 180-degree gate hinges per lead, and hardware for padlock. Clam shell or Boxed hinged for 90-degree gates.

1.3. Installation

1. Install framework, fabric and accessories in accordance with ASTM F567 and manufacturer's instructions.
2. Set terminal and posts plumb in concrete footings with top of footing 6 inches below finish grade. Embed posts a minimum 2 feet into concrete.
3. Provide top rail through line posts and splice with 7-inch-long rail sleeves.
4. Stretch fabric between terminal posts or at all intervals of 100 feet maximum, whichever is less.
5. Position bottom of fabric one inch above finish grade.
6. Fasten fabric to top rail, line posts, and braces and bottom tension wire on rail with wire ties maximum 15 inches on center.
7. Attach fabric to end and corner posts with tension bars and tension bar clips.
8. Install bottom tension wire stretched taut between terminal posts.
9. Brace each gate and corner posts to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, one bay from end and post gates.
10. Provide gate posts: 2" x 8'; 2 ½ x 8'; 3" x 8'; 4" x 10'6"; 6 5/8" x 10'6"; 8 5/8" x 10"6" as applicable.
11. Install gate fabric to match fence. Install three hangars, latch, catches, drop hold torsion spring retainer.
12. Provide concrete center drop to footing depth and drop and retainers at center of double gate openings

1.4. Installation Tolerances

1. Maximum variation from plumb: 1/4 inch
2. Maximum offset from true position: One (1) inch
3. Components shall not infringe on adjacent property lines.

2.0. Fencing Other Than Chain Link

1. Material specifications and installation requirements for other types of fencing will be determined by the City's representative on a per job basis. All materials and installation requirements must adhere to ASTM/ANSI standards as applicable for the particular type of fencing.

3.0. Demolition and Removal of Existing Fencing

1. Demolition and removal of existing fencing includes the removal of fencing and related materials from the work site.
2. The awarded Contractor(s) will be required to dispose of all fencing material in accordance with all applicable, rules, regulations, ordinances and laws governing the disposal of fencing material. Material may NOT be disposed of on City property unless approved by the City. The City may ask any unused fencing to be dropped off at our warehouse for future projects.

4.0 Ornamental Fencing

4.1. Scope

1. This Section of the Specifications is intended to cover the furnishing of all labor, materials, equipment, and/or incidentals necessary to the completion of all requirements of the drawings, notes, schedules, and these specifications concerning ornamental fencing, gates and grilles including all posts, brackets, and accessories and the installation thereof.

4.2. Shop Drawings

1. The City representative will determine if the drawings are to be furnished by the City or by the Contractor assigned to the project. If the Contractor is to submit the detailed Shop Drawings indicating profile, locations, size, material, finish, and details of installation of all handrails and accessories, the Contractor shall submit the Shop Drawings to the City representative for approval. No fabrication shall be done until approval of Shop Drawings is obtained.

4.3. Design Criteria

1. All fencing and gates shall be designed, manufactured and installed to carry 200 pounds per linear foot downward force at top rail, 50 pounds per linear foot horizontal force applied at the top rail and 25 pounds per square foot at center panel sections.

4.4. Fence, Gates and Grilles

1. Furnish and install fence, gates and grilles of sizes as shown on the drawings. As a basis for design, the fence, gates, posts, and fittings are based on those manufactured by Metalco (800) 708-2526, Model #LISTON or equal. Products and grilles by other manufacturers or fabricators meeting these specifications will be acceptable. Fencing, gates, and grilles shall be manufactured from galvanized steel or heavy-duty aluminum, load specifications as per the above specified with a baked on polyester resin coating. Color to be selected by Architect. All connections will be either welded or riveted where appropriate and provide anchoring systems to accommodate the field connection.
   Ameristar Fence Products (1-918-835-0898) is an approved equal. Montage Fencing is an approved equal.
2. Components: Fence, gates and grilles shall be Liston model with vertical elements of cold pre-bent tubular steel 3/4" diameter gauge 0.060 inches. Horizontal elements one tubular steel diameter 1-1/8” gauge 0.060 fence panels to be 46-1/2” high.
3. Provide pre-engineered protective cage/grilles over gable end louvers and roof/wall ventilators subject to damage due to high wind projectiles on EHPA building and where identified in the construction documents. Protective units to be painted the same color as the substrate it is anchored to.
4. Steel and Iron Ornamental Metal Work
   a. Field verify and measure actual size of depressions in concrete tilt wall and other construction contiguous with ornamental metal prior to fabrication. Coordinate all installation of anchorages for ornamental metal items. Furnish setting drawings, templates, and directions for installing anchorage including sleeves, inserts, anchors, bolts and items with integral anchors that are to be embedded in concrete or masonry.

4.5. Cantilever Gates:

1. **Gate Frame:** The entire frame and support members shall be manufactured with the same aluminum material, alloy and temper 6061-T6 (ASTM 1184). Fabricate chain link cantilever slide gates in accordance with ASTM F-1184, using 2’ Schedule 40 galvanized outside vertical members. Members are welded together with a continuous top track and bottom rail to form a rigid one-piece frame. Vertical interior support uprights will be positioned equally throughout the frame structure. There shall be no openings in any frame work. The cantilever overhang will be 40% or greater for any given opening size.
2. **Chain link fabric:** 2” x 9 gage Knuckle Fabric shall be installed over the entire gate length

(UL-325) which will create a universal design (gate can be used for right- or left-hand applications). Fabric will be attached securely with tension bars that are attached on either frame end by tension bands. High tensile wire will provide additional fabric support across the top and bottom of the gate structure.

3. **Wheel Assemblies** shall be malleable or ductile Steel housing with Nylon wheels with protective covers. The top and bottom assembly shall be attached to each guide post.
4. **Gate posts** shall be 4" OD schedule 40 pipe with top caps on all post. Two support posts and 1 latch post shall be installed. A 3-foot 3/16" GA30 Galvanized chain shall be welded to the end post to secure the gate.
5. **Gate posts Footing** shall be set in concrete (3000 psi compressive strength). The footing shall be 16" in diameter with depth approximately 6" deeper than the post bottom. Deeper footing may be required in areas with loose or soft soil. Set post bottom at least 36" below the surface. Posts must be plumb. Install gates plumb, level and secure for the full opening size making sure they move free of obstructions. Adjust hardware for smooth operation.

4.6. Installation and Workmanship

1. All work shall be of the finest quality and shall be fabricated in a shop whose principal business is the manufacture of the highest-grade ornamental metal work.
2. Fencing, gates and grilles shall be shipped completely pre-finished with all necessary accessories, ready for installation.
3. The fence, gates and grilles shall be rigidly and securely installed in a first-class manner by mechanics experienced in the erection of ornamental metal. All fasteners, screws, and fittings shall be drawn tightly.
4. Joints shall be accurately machined to be sharp and true and free from discolorations, welds to be ground smoother prior to receiving protective coatings.
5. Caulk all joints and gapes of dissimilar materials the metal will penetrate to achieve its intended anchoring surfaces to insure a watertight installation.
6. All work areas will be clean and free of debris, tools and material daily.
7. After the work is completed, the Contractor to clean or repair any damage that can be attributed to the Contractor's workmen.

5.0 VINYL FENCING

5.1. Work Included

1. Fence sections including pickets, rails, posts, and caps
2. Gates and related hardware
3. Excavation and anchorage for posts
4. Spacing between posts should be 6 feet

5.2. Quality Assurance

1. Cell classification - ASTM D1784 - 14344B
2. Tensile Strength - 6,500 psi - ASTM D638
3. Izod impact (ft. lbs./in notch) 23'C - 5.0 O'C - 2.0 - ASTM D256
4. Tensile modulus 425,000 psi - ASTM D638
5. Deflection Temperature 67° C - ASTM D648
6. Thermal expansion 3 x 10.5 in / in F

5.3. Submittals

1. Manufacturer's technical literature with fence and gate installation instructions
2. Shop drawings showing fence design
3. Material samples if requested

5.4. Material

1. The fence is constructed with materials made of rigid Poly Vinyl Chloride (PVC) formulated to resist impact and for Ultra Violet (UV) stabilization
2. The extruded product meets or exceeds ASTM DI 784

5.5. Manufacturer

1. Bufftech or approved Equal

5.6. Components

1. Rails, Pickets, Posts
    a. Are cut to specific lengths as required for style specified
    b. Rails are routed to receive pickets
    c. Posts are routed to receive rails at correct heights
2. Stiffener Channel
    a. Bottom rails for residential and commercial applications contain steel reinforcing for additional strength. Refer to style channel available upon request.
3. Post Caps
    a. Caps are PVC molded
    b. External fit flat for true 4" x 4" and 5" x 5" posts
    c. Internal flat cap available for standard wall 5" x 5" posts and 4" x 4" posts
4. Gates
    a. Constructed from rigid PVC with reinforcement
    b. Gates are designed to match fence section. All hardware and bracing are included.
5. Hardware for Commercial Styles
    a. Self-closing hinge:
        i. Reinforced nylon structure
        ii. Unit has self-closing capabilities
        iii. Hinge is adjustable to relieve sag or misalignment problems
        iv. Mounts on two sides of post for strength and stability
    b. Nuts, Bolts, Washers and Screws:
        i. Stainless steel
        ii. Screw heads are painted black to match hinge
        iii. Black acorn nuts and washers are used for safety and aesthetics
        iv. Screw heads are covered using a UV stabilized, molded two-part snap cap system
        v. Contact manufacturer for Post & Rail hardware

6.0. Warranty

1. Manufacturer's Warranty: Lifetime non-prorated limited warranty applies to original owner/consumer, or 30-year non-prorated warranty applies to commercial application.

END OF SPECIFICATIONS

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to Bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget fora fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerers who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Bidders/Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective Bidders requesting pricing for a specified Good or Service which has been advertised for bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective proposers requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.

26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid** means the responsive bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting lowest responsible bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employ mentor practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective proposers requesting qualifications of the proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective proposers requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.

45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Bidder)** is a Bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Bidder)** is a Bidder that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Bidder must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective Bidders/Proposers to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a supplier, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Bidder/Proposer to be used in the performance of the Bidder/Proposer's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

[Remainder of page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

These terms and conditions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. These General Terms and Conditions apply to all advertised Solicitations; however, said terms and conditions may be superseded, in whole or in part, by Section 6, Special Requirements/Instructions.

1. **ACCEPTANCE BY CITY**

   The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by the Bidder. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDA**

   When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders must acknowledge all addenda by completing Form 7.3 *Addendum and Change Order Procedure Acknowledgement* and include it in the returned response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the response. It is the responsibility of the Bidder to ensure all addenda have been received and reviewed prior to submitting a bid. All addenda shall be posted by the City on DemandStar at www.demandstar.com and the City of Port Orange Purchasing web page at https://www.port-orange.org/bids.aspx. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the solicitation response due date. Bidders should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to the solicitation. Where there appears to be a conflict between the solicitation and any addenda issued, the last addendum issued shall prevail.

3. **ADDITIONAL GOODS**

   Products, materials and goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

   By submitting a response to a formal solicitation, the Bidder affirms that this response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a response for the same materials, supplies, or equipment, and that the response is in all respects fair, and without collusion or fraud. Additionally, Bidder agrees to abide by all conditions of this solicitation and certifies that he/she is authorized to sign the response for the bidding company/firm. In submitting a response to the City of Port Orange, the Bidder offers and agrees that if the response is accepted, the Bidder shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

5. **APPLICABLE LAWS**

   In connection with the furnishing of supplies or performance of work under the contract, the Bidder agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other

applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release the Bidder from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA**

A Florida corporation or partnership is required to provide evidence with its response that it is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that it is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that it, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. **AWARDS**

Recommendation for award will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Manual. The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Bidders; to reject any and all bids, or to waive any informality or technicality in bids received as deemed to be in the best interest of the City. The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, bid or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT**

When a bid received has been determined to be satisfactory, a contract will be awarded, or Purchase Order issued to the lowest responsive and responsible Bidder within the time designated in the contract documents. The Bidder(s) to whom the award is made shall execute the contract(s) and return it, together with the properly executed bonds and insurance certificates to the City within the time specified.

10. **BID RETURNS**

Bidders shall return all completed responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Bidders unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, statements, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-

hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
c. If the protestor disagrees, he/she may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protester.

12. **BID TABULATION**

Bidders who wish to receive a copy of the bid tabulation may obtain it via DemandStar at www.demandstar.com or on the City Purchasing web page at www.port-orange.org/bids.aspx.

13. **BIDDER'S PRODUCT OR SERVICES**

The Bidder's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the Bidder warrants that it has a clear title to the product being delivered.

a. If the Bidder is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
b. The Bidder shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Bidder.
c. In furnishing the service or product to the City, the Bidder shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, proposal or quote.

14. **BONDS**

If this solicitation requires submission of bid guarantee and payment and performance bonds, there will be a separate section explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount.

Depending on the amount and/or nature of the work to be performed, a Payment and Performance Bond may be requested and shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City, at the awarded Bidder's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the awarded Bidder the recording information for the bond to evidence that the Bidder has met the requirements of Florida law. The City will bill the cost of recording to the awarded Bidder. Unsuccessful respondents are entitled to the return of their bid bond. A successful respondent shall forfeit any surety required by the Purchasing Manager upon failure of the respondent to enter into a contract within the time specified after the award of bid.

15. **CERTIFICATE OF INSURANCE**

Upon issuance of a notice of intent to award, the selected Bidder will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as Additional Insured prior to execution of the contract.

16. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the supplier/contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the awarded Bidder receives an executed Purchase Order for the requested change.

17. **CHANGE ORDER REQUEST NOTIFICATION**

The awarded Bidder is responsible for giving the City of Port Orange, prior to the contract expiration date, at least forty-five (45) calendar days of advance notice for any anticipated changes in price greater than $25,000, and any changes in time and/or scope of the awarded contract. The Bidder shall not continue to provide services past the contract expiration date unless approved by a written Change Order Notice from the City.

18. **CLEAN UP**

Upon completion of the delivery of materials, the Bidder shall restore any/all public and private property which may have been damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Bidder shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Bidder shall make all repairs and restorations at his/her expense.

19. **CONDUCT OF BIDDERS**

All Bidders or individuals acting on behalf of a Bidder are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written staff recommendation (Notice of Intent to Award) for selection of a Bidder. All Bidders or individuals acting on behalf of a Bidder are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Bidder. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Division. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members or the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

20. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Bidders, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and

- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

21. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Bidders must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Bidder's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed contract.

22. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

23. **CONTRACT OBLIGATION**

Except as otherwise stated herein, the City of Port Orange City Council shall approve the contract if greater than $25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Bidder. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Bidder. Any price escalations are limited to those stated by the Bidder on the original response.

25. **COPYRIGHT AND PATENT RIGHTS**

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this response, and successful Bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

26. **COST INCURRED BY BIDDER**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder. No payment shall be made for any response received, nor for any other effort required of or made by the Bidder prior to commencement of work as defined by the contract approved by the City Council.

27. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Bidder. If the Bidder is found to be at fault, all repairs, restitution, or reimbursements to the City must be completed within one week of discovery.

28. **DEBARMENT HISTORY**

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history as required on the *Certification Regarding Debarment, Suspension and Other Responsibility Matters* (contained herein) may result in a recommendation of non-responsive by the Purchasing Manager.

29. **DEFAULT PROVISIONS**

In the event of default by the Bidder, the City reserves the right to procure the item(s) bid from other sources and hold the Bidder responsible for excess costs incurred as a result. If a Bidder defaults on a City contract, the City Council may elect to refrain from doing business with the Bidder for a period of 36 months from the date of default.

30. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and

holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder shall clearly state in the response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the Bidder in default. Upon approval of a contract, the Bidder is obligated to deliver the goods to the destination specified in the solicitation or the purchase order and bears the risk of loss until delivery. If this solicitation or purchase order does not contain delivery instructions, Bidder shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this competitive solicitation shall prevail. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Bidder, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Bidder to meet the contract delivery dates will be cause for removal of the Bidder from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

31. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER**

In determining the lowest and best responsible Bidder, in addition to price, there will be considered the following:

a. The ability, capacity and skill of the Bidder to perform the contract.
b. Whether the Bidder can perform the contract within the time specified, without delay or interference.
c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
d. The quality of performance of previous contracts.
e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.
f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
h. The ability of the Bidder to provide further maintenance and service for the use of the subject of the contract.
i. The number and scope of conditions attached to the bid.
j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

32. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders must disclose with their response the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's firm or any of its branches. The Bidder shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Bidder. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the solicitation.

33. **DISQUALIFICATION OF BIDDER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any Bidder's name from the list of qualified Bidders. Normally the removal of a Bidder from the Bidder list is done after non-response from that Bidder for three (3) consecutive solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all responses may be rejected if the City believes that collusion exists among the Bidders. Responses in which the prices are obviously

unbalanced may be rejected. If multiple responses are submitted by a Bidder and after the responses are opened one of the responses is withdrawn, the result will be that all of the responses submitted by that Bidder will be withdrawn; however, nothing herein prohibits a Bidder from submitting multiple responses for different products or services.

34. **EVALUATION**

Evaluation shall be used as a determinant as to which response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all solicitation requirements, delivery and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any response.

35. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Bidder that are required to be signed by the City. If exceptions are not stated by the Bidder, in his/her bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Bidder on Form 7.2 *Bidder's Acknowledgement* included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

36. **E-VERIFY**

Bidders shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Bidder during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract. Bidders shall complete Form 7.12 *E-Verify Affidavit* and include it in the returned bid package. Failure to include the affidavit may result in rejection of the bid.

37. **FACILITIES**

The City reserves the right to inspect the Bidder's facilities at any time.

38. **FAILURE TO RESPOND**

If the Bidder elects not to bid, the City requests that Bidder return the enclosed Form 7.15 *No Submittal Response* by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting Form 7.15 *No Submittal Response*, three (3) times, shall result in the Bidder's name being removed from the City's mailing list.

39. **FINANCIAL STABILITY**

Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement **and** the latest Dunn & Bradstreet report will be accepted in lieu thereof.

40. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of force majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

41. **FOREIGN COUNTRIES OF CONCERN**

A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if: a) the entity is owned by the government of a foreign country of concern to include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern; b) the government of a foreign country of concern has a controlling

interest in the entity; or c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

42. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. **GOVERNING LAW**

Bidders shall comply with all applicable federal, state and local laws and regulations. All responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than $35,000.00 must have a signed, notarized *Sworn Statement of Public Entity Crimes* (Form 7.5) contained herein to comply with Section 287.133(3)(a), Florida Statutes. Also required is the *Drug- Free Preference Statement* (Form 7.4) also contained herein to comply with Section 287.087, Florida Statutes.

44. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the Bidder understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

45. **HIPAA COMPLIANCE**

The Bidder agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Bidder uses, discloses or has access to protected health information as defined by HIPAA.

46. **IDENTICAL TIE BIDS**

If there are tie bids, meaning everything except the information relating to the submitting firm is the same, the following methods shall be used in the order below to break the tie:

- The Bidder that has a Business Tax Receipt (BTR) within Port Orange City limits (confirmed through Sunbiz).
- The commodity was manufactured in the State of Florida.
- Florida business as confirmed thru SunBiz.org.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie Bidder who has or had a contract with the City and performance is or was not satisfactory, the other tied Bidder is awarded.
- Drug free workplace policy in place.

47. **INDEMNIFICATION/HOLD HARMLESS**

(a) Bidder shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Bidder, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the contract by the Bidder, his/its agents, servants and employees. Bidder shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify the City when there is any causal connection between Bidder's work and any injury, loss, damage, death or property damage, Bidder expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Bidder hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Bidder as long as the claims made could be causally connected to Bidder as reasonable determined by the City.

48. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Bidder as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Bidder under this contract and that the successful Bidder has no authority to bind the City. The Bidder represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Bidder shall further understand that the City cannot save and hold harmless and or indemnify the Bidder and/or the Bidder's employees against any liability incurred or arising as a result of any activity of the Bidder or any activity of the Bidder's employees performed in connection with the contract.

49. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Bidder cannot furnish a sample of a response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the response as inadequate and non-responsive.

50. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days of written notice by the Bidder to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached which shall justify the termination thereof.

51. **INSURANCE REQUIREMENTS**

Bidder shall maintain insurance, as required herein, during the life of this contract. Bidder shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Bidder shall be primary and non- contributory. All insurance coverages of the Bidder shall not seek contribution from any other insurance or self- insurance available to the City. For workers' compensation coverage, the Bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Bidder may use leased employees if the Bidder ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Bidder using a leased employee shall complete the City's *Leased Employee Affidavit* contained herein. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Bidder shall not commence work under this contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, non-renewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-

payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days of prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages. Bidder shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Bidder is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Bidder to ensure the subcontractors maintain the required coverage, shall not relieve the Bidder of any contractual responsibility, obligation or liability. The City reserves the right to increase the insurance coverage requirement as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this. Should at any time the Bidder or subcontractors not maintain the insurance coverages required herein, the City may terminate the contract or at its sole discretion shall be authorized to purchase such coverages and charge the Bidder for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the contract.

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Standard Insurance Requirements			
Required	**Insurance**	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions.** Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form.	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million to be determined by the City	• If contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' coverage required. • If vessels involved, Jones Act coverage with limits of $500,000 required
☒	Comprehensive General Liability (including completed operations and contractual liability)	Limits: Combined Single Limit Bodily Injury and Property damage: $1,000,000 each occurrence $1,000,000 aggregate	When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles	Limits: Auto Liability Bodily Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk Additional Coverage:	Limits: Buildings – completed value of contract "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If agreement required handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Installation Floater (IT)	Limits: Coverage – To Be Determined	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Professional Liability/Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – To Be Determined	
☐	Payment and Performance Bond required	Limits: Coverage – equal to amount of contract	
	City Manager waives Payment and Performance Bond for work under $200,000 unless otherwise requested by the Department Head.		
	Unless otherwise required by law, City Manager waives insurance for FOB goods only purchases.		

52. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129 or email to apbilling@port-orange.org. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if contractor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

53. **IRREVOCABILITY OF RESPONSES**

Each Bidder agrees that responses shall remain open until the contract effective date not to exceed 90 days after the award selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Bidder.

54. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the response due date and time are late and shall not be considered. Modifications received after the response due date are also late and shall not be considered. Letters of withdrawal received after the response due date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and solicitation.

55. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

56. **LICENSES, PERMITS AND TAXES**

The Bidder shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Bidder shall abide by all ordinances and laws pertaining to his/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

57. **LITERATURE (if applicable):**

If no brand, model or make is specified, Bidders shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services Bidder proposes to furnish.

58. **LOCAL PREFERENCE**

The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: https://dos.myflorida.com/sunbiz/. A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation.

59. **MAINTENANCE**

If maintenance is required for equipment purchased as a result of this solicitation, it is preferred that such maintenance be available to the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Schedule of Unit Pricing form for the solicitation. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

60. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with the Bidder, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

61. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

62. **NON-EXCLUSIVITY OF CONTRACT**

The selected Bidder understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

63. **NON-PERFORMANCE**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

64. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

65. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

66. **OTHER AGENCIES**

(a) All Bidders awarded contracts from this bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

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

67. **PATENTS/COPYRIGHTS**

The successful Bidder agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

68. **PRE-BID CONFERENCE**

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the solicitation legal advertisement and solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Only Bidders attending a mandatory pre-bid conference will be eligible to submit a response. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

69. **PREPARATION OF RESPONSES**

In preparing responses, the Schedule of Unit Pricing form, the Bid Bond form (when a Bid Bond is required as bid security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti- Collusion Statement, and Drug Free Preference Statement must be properly executed in ink. The prescribed Schedule of Unit Prices shall be typewritten or written in ink, or electronically imputed in the blank spaces

for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the total bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the solicitation. The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the submittal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

70. **POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of responses; re- advertise the solicitation for new responses; postpone or cancel, at any time, the solicitation process; or waive any irregularities in the solicitation or in the responses received as a result of the solicitation, or to accept that response which best serves the interest of the City.

71. **PRICING**

Responses may not be withdrawn before the expiration of one-hundred-twenty (120) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after one-hundred-twenty (120) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Schedule of Unit Pricing form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Bidder shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. When submitting bids/proposals based on a lump sum basis, Bidders shall be required to submit a price for each line item listed on the Schedule of Unit Pricing in order to be considered for award.

72. **PRODUCTS/ESTIMATES**

Items included on the bid form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract. There is no anticipated dollar volume for this contract and estimated quantities provided on the Schedule of Unit Pricing are for bidding purposes only and are not guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

73. **PROPRIETARY INFORMATION**

Upon receipt by the City, responses to solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

74. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the contractor during the term of contract, and the contractor shall be held responsible for any damage to the property occurring by reason of his/her operation on the property.

75. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor

or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Bidder list.

76. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-506-5563, cityclerk@port-orange.org, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA, 32129.

The failure of contractor to comply with a public records request shall constitute a material breach of the contract.

77. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidders will not be able to procure a copy of their competitors' bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Bidder, or where a Bidder answers questions. In other words, neither Bidders, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Bidders, but the new law limits public attendance to portions of such meetings.

78. **PURCHASE ORDER AND DELIVERY**

The successful Bidder shall not deliver products or provide services without a City of Port Orange purchase order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Bidder. Any special information concerning delivery should also be

included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

79. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

80. **QUESTIONS/INTERPRETATIONS**

Questions regarding interpretation of responses, solicitation results or solicitation awards shall be directed in writing to the Purchasing Division and referenced by the solicitation number no later than the last day for questions as specified in the solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

81. **RECORDS/AUDIT**

(a) The contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the contractor involving transactions related to this contract.

(b) The contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

82. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

83. **REJECTING OF RESPONSES/RE-BIDDING**

The City reserves the right to accept or reject any or all responses or parts of responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all responses. If the lowest and best response exceeds the budgeted amount and the City Council does not make additional funds available, the Purchasing Division with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

84. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final solicitation selection, Bidders may be required to submit additional information which the City may deem necessary to further evaluate the Bidder's qualifications to perform under the terms of the solicitation and subsequent contract.

85. **REVIEW OF RESPONSES/SUBMISSIONS**

Each response will be reviewed to determine if the response is responsive to the submission requirements outlined in the solicitation. A responsive response is one which follows the requirements of the solicitation, includes all required documentation, is submitted in the format outlined in the solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your response non-responsive.

86. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of one-hundred-twenty (120) days from the response due date.

87. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All responses, inquiries, or correspondence relating to or in reference to a solicitation, and all reports, charts, and other documentation submitted by Bidders shall become the property of the City when received.

88. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

89. **SAMPLES**

Samples, when requested, must be furnished at, or before the bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Bidder's request, be returned within thirty (30) days after bid award at the Bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

90. **SCRUTINIZED COMPANIES LIST**

The contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the City may immediately terminate this contract for cause if the contractor is found to have submitted a false certification or if the contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Cuba or Syria during the term of the contract. The contractor shall provide a completed *Scrutinized Companies Certification* (Form 7.10), certifying the contractor's compliance with this section, prior to the execution of this contract.

91. **SEPARATION AND DISTRUBUTION**

The solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

92. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

93. **SIGNATURE REQUIRED**

All responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

94. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed response is considered an offer on the part of the Bidder, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the

event of default on the part of the Bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

95. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

96. **SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

Pursuant to Florida Statute 287.05701, the governing body of a county, municipality, special district, or any other political subdivision of the state may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Furthermore, an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

97. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Bidders shall use the solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder in ink. Responses shall be submitted by mail or hand delivery only. No response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: City Clerk, City of Port Orange, Attn: Purchasing Division, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 PM EST on the date indicated in the solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All late responses will be returned to the Bidder and will not be opened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

98. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Bidder shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the solicitation; and, that the Bidder shall provide follow-up evidence that the Bidder maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Proposer to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the solicitation. Information concerning certification with the Secretary of State may be obtained at https://dos.myflorida.com/sunbiz/manage-business/certification/. Contract documents shall be executed by the entity's duly authorized officer as evidenced by entity records.

99. **SUBCONTRACTING**

The awarded Bidder will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

100. **SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Bidder wishes to include as a

condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

102. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time-period, the term will be given in the bid specifications.

103. **TERMINATION**

For Convenience: The City of Port Orange reserves the right to terminate the contract or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, postmarked or delivered to the contractor at least thirty (30) days prior to the date of termination, and specifically setting forth the effective date of termination.

For Default: The City may terminate the contract if the contractor breaches any of the terms therein, including, but not limited to, warranties of the contractor or if the contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but is not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the contract at any time for breach of contractual obligations by providing the contractor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the contractor responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the contractor as stipulated in City Code 2-276 Suspension and Disbarment.

For Non-Appropriation of Funds: If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this contract, then the City may terminate this contract upon thirty (30) days prior written notice to the contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

104. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The contractor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the purchase order as a "Deliver To:" address.

105. **UNBALANCED BID**

A mathematically unbalanced bid is when a Bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced bids will be rejected if the prices are deemed materially unbalanced.

106. **USE OF SOLICITATION FORMS**

The Bidder shall complete the appropriate solicitation form(s) included in the solicitation. All blanks on the solicitation forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the solicitation forms. Failure to fully complete the appropriate solicitation forms may result in disqualification of the response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional

solicitation form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or entity must be that of an officer, partner or a sole proprietor of the entity making the response. The original response, and each copy submitted shall contain an original signature on the *Bidder's Acknowledgement Form* contained in each solicitation.

107. **VARIANCES**

For purposes of response evaluation, Bidders must indicate any variances, no matter how slight, contained in the response. No variations or exceptions by a Bidder will be considered or deemed a part of the response submitted unless such variances or exceptions are listed in the response and referenced in the space provided on the response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a response, the City does not necessarily accept any variances contained in the response. All variances submitted are subject to review and approval by the City. If any response contains material variances that, in the City's sole opinion, make that response conditional in nature, the City reserves the right to reject the response or part of the response that is declared, by the City, as conditional.

108. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive responses will be considered. However, the City reserves the right to waive formalities or informalities in responses, to reject, with or without cause, any or all responses or portions of responses, or to interview or not interview individual Bidders, and to accept any responses or portions of responses deemed to be in the best interest of the City. The City Council shall grant the City Manager the ability to waive any and all non-substantial irregularities in any and all formal solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

109. **WARRANTIES**

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the response. Bidders may not limit or exclude any implied warranties. The Bidder warrants that products sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Bidder's expense. If the Bidder fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder's expense.

[Remainder of page left intentionally blank]

SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:
Bid submittals must remain firm for a period of one-hundred-twenty (120) days from the ITB opening date.

AWARD RECOMMENDATION:
The City intends to award a contract to the lowest responsive and responsible Bidder as "Primary" Contractor and up to two (2) additional responsive and responsible Bidders as "Alternate" Contractors.

CONTRACT TERM:
The initial term of the contract shall be two (2) years upon mutual agreement. Three (3) one-year renewals are available upon agreement between both parties. Services of this ITB are scheduled to begin November 16, 2025.

ELIGIBILITY OF BIDDER:
To be eligible to respond to this ITB, the Bidder must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal by completing Form 7.7 *Statement of Bidder's Qualifications* in its entirety.

PROOF OF E-VERIFY REGISTRATION
Bidders who do not include proof of E-Verify registration with Form 7.12 *E-Verify Affidavit* may be deemed non-responsive. Bidders must include printed pages from the E-Verify website showing company name and E-Verify registration number (My Company Profile).

LICENSES AND PERMITS
Bidder is responsible for all applicable local and state licenses, permits and fees.

BID BONDS:
The Bidder must submit with their bid package a certified check or bank draft, payable to the City of Port Orange, FL or a satisfactory bid bond executed by the Bidder and an acceptable surety in the amount equal to (5%) of the total amount of the bid. If submitting a bid bond in lieu of a certified check or bank draft, the original bid bond must be included with bid submittal. If submitting a bid bond in lieu of a certified check or bank draft, Bidders who do not include their original bid bond with their submittal may be deemed non-responsive.

CONTRACTOR SELECTION & METHODOLOGY:
The City desires to award the lowest responsive and responsible Bidder as the "Primary" Contractor and can award up to two (2) additional responsive and responsible Bidders as "Alternate" Contractors. Work awarded under this bid will be divided into two categories. The first category will include projects valued from zero (0) dollars to twenty-five thousand ($25,000.00) dollars. Work in this category will be assigned to the "Primary" awarded Contractor. If the "Primary" awarded Contractor cannot perform a project assigned to them, the second lowest awarded Contractor will be assigned the project. The second category will include projects valued over twenty-five thousand ($25,000.00) dollars. Work in this category will be quoted amongst all awarded Contractors.

The City reserves the right to amend this methodology for Contractor selection and the assignment of work if it determines that such a decision would be in its best interest. Such changes may include but not be limited to emergency situations, performance issues, workload concerns and increased or decreased work volume.

RATE ADJUSTMENTS:
Rates under this contract must remain unchanged for the initial term of the contract (2 years). Contractor must notify the Contract Administrator no less than 60 days prior to the contract expiration date with the proposed rate changes. All proposed rate changes shall be based on the Consumer Price Index (CPI), "South Region average, all Urban Consumers not seasonally adjusted." All rate changes will require an amendment to the contract between the awarded Contractor and the City and shall be duly executed by the Contractor and City Manager. Requested increases cannot exceed 4%. (Should the latest yearly percentage increase in the CPI-U exceed 4%, the adjustment request must be 4% or less. Should the latest yearly percentage increase in the CPI-U be less than 4%, the adjustment request must be less than or equal to the CPI-U increase.) Requests for CPI adjustments must be

submitted to the City no later than 60 days prior to the contract expiration date. Requests not received by 60 days prior to the contract expiration date for any particular twelve (12) month period shall be deemed waived and shall not be taken into consideration in future rate adjustments.

Example:
CPI-U for December 2023= 306.746
CPI-U for December 2024= 315.605
Calculation = (315.605 –306.746) ÷ 306.746 = 2.9%
Requested rate increase would be 2.9% or less

NOTICE:
The City reserves the right to consider cooperative contracts, federal, state municipal etc., in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

SAFETY:
The awarded Bidder will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. The awarded Bidder shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

REPAIR OF DAMAGES:
It is the responsibility of the awarded Bidder to repair any damages incurred in the area directly related to the services being provided as described herein. When damages occur, the City of Port Orange Representative is to be notified immediately (within an hour of the occurrence) and shall inspect the repairs upon completion.

[Remainder of page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

_____ Form 7.2 – Bidder's Acknowledgement

_____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

_____ Form 7.4 – Drug Free Preference Statement

_____ Form 7.5 – Public Entity Crimes Statement

_____ Form 7.6 – Anti-Collusion

_____ Form 7.7 – Statement of Bidder's Qualifications

_____ Form 7.8 – Professional References for Previous Experience

_____ Form 7.9 – List of Subcontractors

_____ Form 7.10 – Scrutinized Companies Certification

_____ Form 7.11 – Local Business Affidavit of Eligibility

_____ Form 7.12 – E-Verify Affidavit

_____ Form 7.13 – Debarment, Suspension and Other Responsibility Matters

_____ Form 7.14 – Affidavit of Compliance with Section 287.138, Florida Statutes

_____ Form 7.15 – No Submittal Response

_____ Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

_____ (Attachment 1) – Schedule of Unit Pricing

_____ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)

_____ Current tax receipt for Bidder's municipality

_____ Original Bid Bond or certified check or bank draft (as outlined in Section 6)

_____ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: _____
Name of Business

_____
Authorized Signature

_____
Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Bidder/Contractor as its act and deed and that the Bidder/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this bid is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Bidder interested in said ITB; and that the undersigned executed this Bidder's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☐I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

_____ _____

Name of Business Mailing Address

_____ _____

Authorized Signature City, State & Zip Code

_____ _____

Printed Name and Title Telephone Number

_____ _____

Federal Identification No. E-mail Address

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this

_____ day of _____, 2025, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this ITB.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum#_____ Date:_____ Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding Addendum Acknowledgement and Change Order Procedures:

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this

_____ day of _____, 2025, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.
_____

Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant_____, who, being by me first duly sworn, made the following statement:

1. The business address of _____(name of Offeror or business) is

   _____.

2. My relationship to _____(name of Offeror or business) is _____

   _____(relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached. **(Draw a line through paragraph 7 if paragraph 6 above applies)**

_____
Name of Business

_____
Authorized Signature

STATE OF:_____

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION

By signing this form, the Bidder agrees that this bid is made without any other understanding, agreement or connection with any person, corporation or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____

F.E.I.N.: _____

NO bid may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, question may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Bidder: _____

B. Permanent main office address: _____

C. Date organized: _____

D. If a corporation, where incorporated: _____

E. How many years have you been engaged in the business under your present firm or trade name? _____

F. Contracts on hand: (List these, showing amount of each contract and the approximate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: _____

H. Have you ever failed to complete any work awarded to you? If so, where and why?_____

I. Have you ever defaulted on a contract? If so, where and why? _____

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $_____

M. Give bank name, contact name and phone number: _____

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☐Yes☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Bidder's Qualifications.

_____
Name of Business

_____
Authorized Signature

STATE OF:_____

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

2. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

3. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE (page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar services to those required under the City's contract as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: _____

   Phone: _____

   Current Client: ☐Yes ☐ No

   Number of years of service provided: _____

   Description of service: _____

   _____

2. Contact Name: _____

   Phone: _____

   Current Client: ☐Yes ☐ No

   Number of years of service provided: _____

   Description of service: _____

   _____

3. Contact Name: _____

   Phone: _____

   Current Client: ☐Yes ☐ No

   Number of years of service provided: _____

   Description of service: _____

   _____

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Bidder shall not substitute subcontractors without approval from the City Representative**. Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

This document must be completed and returned with your submittal

FORM 7.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, _____, on behalf
(Print Name and Title)

of_____ ("Company"), certify that _____
(Company Name) (Company Name)

does not:
1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____ _____
COMPANY NAME SIGNATURE

_____ _____
PRINT NAME TITLE

STATE OF FLORIDA COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 7.11 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and the State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Project# *(as applicable)*: _____

Business Name: _____ Contact Person/Title: _____

Mailing Address: _____ City,State,Zip: _____

Phone Number: _____ Email address: _____

Physical Presence of Business: ☐Headquarters ☐Principal Place of Business

Within Legal Boundaries: ☐City of Port Orange ☐Volusia County ☐State of Florida

FEIN (Federal Employer Identification Number): _____

Business Structure: ☐Corporation ☐LLC ☐Partnership ☐Sole Proprietorship ☐Other (Specify): _____

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION – I understand that:
A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation. The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: https://dos.myflorida.com/sunbiz/.

Exemptions from Local Preference
Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

As an authorized representative of the Firm, I certify that this Firm complies fully with the above requirements.

_____
Name of Business

_____
Authorized Signature

STATE OF:_____

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.12 – E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned hereby certify that _____ (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

_____ _____
Print or Type Name, Title Signature of Affiant

_____ _____
Federal Employer ID Number (FEIN) E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____
The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 7.13 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Primary Covered Transactions

(To be completed by Prime Contractor)

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
   (b) Have not within a three-year period preceding this proposal bee convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;
   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____	_____
Organization Name	Bid Number or Project Name
_____	_____
Name and Title of Authorized Representative	Signature Date

This document must be completed and returned with your Submittal

FORM 7.14 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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

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

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

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

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____
Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal

FORM 7.15 – NO BID RESPONSE

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: ITB #25-15 CITYWIDE FENCING SERVICES

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no response".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project

☐Unable to meet specifications

☐Unable to meet bond requirements

☐Unable to hold prices firm throughout the term of the contract period

☐Unable to meet insurance requirements

☐Other: _____

Print Name: _____

Signature: _____ Date:_____

Additional Information:

_____

_____

_____

_____

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name & Title of Contractor's Authorized Official

Date: _____

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING
ITB #25-15
CITYWIDE FENCING SERVICES

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ALL PRICING SHALL BE IN ACCORDANCE WITH SECTION 3 - SPECIFICATIONS

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
Furnish & Install Chain Link colored vinyl fencing - includes fabric, line post, post caps, concrete footings, tension wires and fittings. Terminal Post, strectcher bar, Top Rail and hardware not included.					
1	4 ft. high, Galvanized fencing	Lineal Foot	250	$	$
2	4 ft. high, Colored Vinyl fencing	Lineal Foot	100	$	$
3	6 ft. high, Galvanized fencing	Lineal Foot	2700	$	$
4	6 ft. high Colored Vinyl fencing	Lineal Foot	500	$	$
Furnish & Install Black Aluminum Ornamental Fencing - includes line post, post caps, concrete footings and all associated hardware.					
5	4' High - Black Aluminum Ornamental Fence	Lineal Foot	100	$	$
6	6' High - Black Aluminum Ornamental Fence	Lineal Foot	100	$	$
Relocate or remove existing fencing, including fabric, line posts, top rails, tension wires and fittings. Fill all post holes with clean fill, and haul away any and all fence debris, including disposal of fence and posts.					
7	Relocate existing 4 ft. high fencing	Lineal Foot	2700	$	$
8	Relocate existing 6 ft. high fencing	Lineal Foot	500	$	$
9	Relocate existing 8 ft. high fencing	Lineal Foot	200	$	$
10	Remove and dispose of damaged fencing material	Lineal Foot	3400	$	$
Furnish & Install Temporary Galvanized Chain-link Fencing. All materials furnished by the fencing contractor, and remain the property of the fencing contractor. Price shall include installation and removal of fencing.					
11	Temporary - 4 ft. high, Galvanized	Lineal Foot	500	$	$
12	Temporary - 6 ft. high, Galvanized	Lineal Foot	500	$	$
Furnish & Install Hinged Swing Gate, 4 ft. high, complete, with all mounting hardware, latching hardware and fabric included. Gate Posts to be priced in Line Items 51-58. Configured as single or double gate swing.					
13	3 ft. width - Galvanized	Each	5	$	$
14	3 ft. width - Black Aluminum Ornamental	Each	5	$	$
15	3 ft. width - Colored Vinyl	Each	5	$	$
16	4 ft. width - Galvanized	Each	5	$	$
17	4 ft. width - Black Aluminum Ornamental	Each	5	$	$
18	4 ft. width - Colored Vinyl	Each	5	$	$
19	5 ft. width - Galvanized	Each	5	$	$
20	5 ft. width - Colored Vinyl	Each	5	$	$
21	6 ft. width - Galvanized	Each	5	$	$
22	6 ft. width - Colored Vinyl	Each	5	$	$
23	10 ft. width - Galvanized	Each	5	$	$
24	10 ft. width - Colored Vinyl	Each	5	$	$
25	12 ft. width - Galvanized	Each	5	$	$
26	12 ft. width - Colored Vinyl	Each	5	$	$

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.					
Item #	**Description**	**Unit of Measure**	**Estimated Quantities**	**Unit Price**	**Extended Price**
Furnish & Install Hinged Swing Gate, 6 ft. high, complete, with all mounting hardware, latching hardware and fabric included. Gate Posts to be priced in Line Items 59-66. Configured as Single or Double Gate Swing.					
27	3 ft. width - Galvanized	Each	4	$	$
28	3 ft. width - Colored Vinyl	Each	4	$	$
29	3 ft. width - Black Aluminum Ornamental	Each	4	$	$
30	4 ft. width - Galvanized	Each	4	$	$
31	4 ft. width - Colored Vinyl	Each	4	$	$
32	4 ft. width - Black Aluminum Ornamental	Each	4	$	$
33	5 ft. width - Galvanized	Each	4	$	$
34	5 ft. width - Colored Vinyl	Each	4	$	$
35	6 ft. width - Galvanized	Each	4	$	$
36	6 ft. width - Colored Vinyl	Each	4	$	$
37	10 ft. width - Galvanized	Each	4	$	$
38	10 ft. width - Colored Vinyl	Each	4	$	$
39	12 ft. width - Galvanized	Each	4	$	$
40	12 ft. width - Colored Vinyl	Each	4	$	$
Furnish & Install Cantilever Sliding Gate, 4ft.high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. Gate Posts to be priced in Line Items 51-58. Configured as Single or Double Gate Swing.					
41	Gate opening width of 10 ft. single gate - Galvanized	Each	5	$	$
42	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	5	$	$
43	Gate opening width of 12 ft. single gate - Galvanized	Each	8	$	$
44	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	5	$	$
Furnish & Install Cantilever Sliding Gate, 6 ft. high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. Gate Posts to be priced in Line Items 59-66. Configured as Single or Double Gate.					
45	Gate opening width of 10 ft. single gate - Galvanized	Each	10	$	$
46	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	4	$	$
47	Gate opening width of 12 ft. single gate - Galvanized	Each	4	$	$
48	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	4	$	$
49	Gate opening width of 12 ft. double gate(2)- Galvanized	Each	4	$	$
50	Gate opening width of 12 ft. double gate(2)- Colored Vinyl	Each	4	$	$
Furnish & Install 4 ft. high fencing, Terminal/Gate Posts, each to include; concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections.					
51	Galvanized, 3" round terminal/gate post	Each	10	$	$
52	Colored, 3" round terminal/gate post	Each	10	$	$
53	Galvanized, 4" round terminal/gate post	Each	10	$	$
54	Colored, 4" round terminal/gate post	Each	20	$	$
55	Galvanized, 6-5/8" round terminal/gate post	Each	10	$	$
56	Colored, 6-5/8" round terminal/gate post	Each	10	$	$
57	Galvanized, 8-5/8" round terminal/gate post	Each	10	$	$
58	Colored, 8-5/8" round terminal/gate post	Each	10	$	$
Furnish & Install 6 ft. high fencing, Terminal/Gate Posts, each to include: concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections.					
59	Galvanized, 3" round terminal/gate post	Each	5	$	$
60	Colored, 3" round terminal/gate post	Each	5	$	$
61	Galvanized, 4" round terminal/gate post	Each	5	$	$

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.					
Item #	**Description**	**Unit of Measure**	**Estimated Quantities**	**Unit Price**	**Extended Price**
62	Colored, 4" round terminal/gate post	Each	5	$	$
63	Galvanized, 6-5/8" round terminal/gate post	Each	5	$	$
64	Colored, 6-5/8" round terminal/gate post	Each	5	$	$
65	Galvanized, 8-5/8" round terminal/gate post	Each	5	$	$
66	Colored, 8-5/8" round terminal/gate post	Each	5	$	$
Furnish & Install Top Rail with all required hardware to complete fencing connection.					
67	Galvanized Top Rail	Lineal Foot	60	$	$
68	Colored Top Rail	Lineal Foot	60	$	$
Furnish & Install Fabric with all required hardware to complete fencing connection.					
69	4 ft. high, Galvanized fabric	Lineal Foot	10	$	$
70	4 ft. high, Colored fabric	Lineal Foot	10	$	$
71	6 ft. high, Galvanized fabric	Lineal Foot	10	$	$
72	6 ft. high, Colored fabric	Lineal Foot	10	$	$
Furnish & Install Stretcher Bar with all required hardware to complete fencing connection.					
73	4 ft. high, Galvanized stretcher bar	Each	4	$	$
74	4 ft. high, Colored stretcher bar	Each	4	$	$
75	6 ft. high, Galvanized stretcher bar	Each	4	$	$
76	6 ft. high, Colored stretcher bar	Each	4	$	$
Additional services and labor may be needed under this contract at an hourly rate for projects related to the installation, removal, and/or repair of any kind of fencing materials.					
77	Standard hourly labor rate for Foreman for additional fencing work as specified (Monday through Friday).	Hourly	300	$	$
78	Standard hourly labor rate for Laborer for additional fencing work as specified (Monday through Friday).	Hourly	300	$	$
79	Standard hourly labor rate for Foreman for additional fencing work as specified (Nights, weekends and holidays).	Hourly	50	$	$
80	Standard hourly labor rate for Laborer for additional fencing work as specified (Nights, weekends and holidays).	Hourly	50	$	$
81	Percentage markup for fencing materials other than chain link (not to exceed 15%)	Materials	$5,000.00	%	$
				TOTAL PRICE:	**$ -**

BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at_____ , Tel.:_____, (hereinafter called "PRINCIPAL"), and_____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____ _____, Tel:_____(hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of_____dollars and (_____)/100 ($_____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated_____, 20_____ , for:

Project Name/Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the Principal shall not withdraw said bid withing one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds withing the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____day of_____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to the original bid bond and financial statement of Surety Company).

PRINCIPAL:

_____
Signature

_____
Corporate Officer & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

WITTNESSESS:

_____

_____

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

SURETY:

_____
Attorney-in-Fact (signature)

_____
Name & Title

_____
Name of Local Resident Agent

_____
City, State, Zip

_____
Telephone:
A.M. Best No.:_____ NAIC No.:_____

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____(corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

_____
Signature of Affiant

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

END OF BID BOND

This document must be completed and returned with your Submittal

This affidavit must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT #_____

☐ I hereby certify that I do not utilize an employee leasing company or employ leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing agreement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the workers' compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

This affidavit must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKERS' COMPENSATION

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of sail Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20____ to _____, 20____.

WITNESS:

By:_____

Name:_____

CONTRACTOR:

Company:_____

By:_____

Name/Title: _____

Sworn to/Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

_____

NOTARY PUBLIC – STATE OF

Type or Print Name:_____

Commission No.: _____

Commission Expires:_____

(Seal)

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non- governmental entity which does business in the State of Florida, hereinafter called the "Entity."
   (Title) **(Business Name)**
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20___

Signed: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN before me by means of [_XX_] physical presence or [__] online notarization on the ____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **20**__, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue until _____ (the "Term").

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the Purchase Order(s) or Notice to Proceed issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

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2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto, subject to a limit up to but not to exceed $_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Administration*. The _____, _____ shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

6. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

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(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain

provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $100,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

12. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond

any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Contractor with any subcontractor performing work under this Contract shall include the following language: "The Sub-Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract. The Contractor covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be in material breach of this Contract and Contractor shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

17. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

21. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

23. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely

affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

26. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____
_____
_____
_____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

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Witnesses:

_____

_____
Printed Name:_____

_____
Printed Name:_____

By:_____
Printed Name:_____
Title:_____

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

Date:_____

DRAFT

CITY OF PORT ORANGE

By:_____
Wayne Clark, City Manager ***OR***
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

DRAFT

End of Solicitation Documents

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

✓ Form 7.2 – Bidder's Acknowledgement

✓ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

✓ Form 7.4 – Drug Free Preference Statement

✓ Form 7.5 – Public Entity Crimes Statement

✓ Form 7.6 – Anti-Collusion

✓ Form 7.7 – Statement of Bidder's Qualifications

✓ Form 7.8 – Professional References for Previous Experience

✓ Form 7.9 – List of Subcontractors

✓ Form 7.10 – Scrutinized Companies Certification

✓ Form 7.11 – Local Business Affidavit of Eligibility

✓ Form 7.12 – E-Verify Affidavit

✓ Form 7.13 – Debarment, Suspension and Other Responsibility Matters

✓ Form 7.14 – Affidavit of Compliance with Section 287.138, Florida Statutes

✓ Form 7.15 – No Submittal Response

✓ Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

✓ (Attachment 1) – Schedule of Unit Pricing

✓ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)

✓ Current tax receipt for Bidder's municipality

✓ Original Bid Bond or certified check or bank draft (as outlined in Section 6)

✓ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: Sterling Enterprises, L.L.C., dba Perimeter Solutions Group (PSG)

Name of Business



Authorized Signature

07/10/2025

Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Bidder/Contractor as its act and deed and that the Bidder/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this bid is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Bidder interested in said ITB; and that the undersigned executed this Bidder's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☑I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

Sterling Enterprises, LLC, DBA Perimeter Solutions Group
Name of Business

John Paul Link
Authorized Signature

John Paul Link Project Manager
Printed Name and Title

20-0745205
Federal Identification No.

PO box 714
Mailing Address

Lake Helen, FL 32744
City, State & Zip Code

386-532-2100/386-564-5079
Telephone Number

jlink@perimetersolutionsgroup.com
E-mail Address

STATE OF: FLORIDA COUNTY OF: VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this

4th day of JULY, 2025, by John Paul Link and who:

☑Is personally known to me; or ☐ has produced N/A as identification.

Tracie D Estes Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: 09/22/2026

TRACIE D ESTES
Notary Public - State of Florida
Commission # HH 306654
My Comm. Expires Sep 22, 2026
Bonded through National Notary Assn.

This document must be completed and returned with your submittal.

FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this ITB.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum# Date:_____ Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding Addendum Acknowledgement and Change Order Procedures:

Sterling Enterprises, LLC, DBA Perimeter Solutions Group
Name of Business

John Paul Link
Authorized Signature

John Paul Link Project Manager
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of July, 2025, by John Paul Link and who:

☑ is personally known to me; or ☐ has produced n/a as identification.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration: Tracie DESTES, 09/22/2026

TRACIE D ESTES
Notary Public - State of Florida
Commission # HH 306654
My Comm. Expires Sep 22, 2026
Bonded through National Notary Assn.

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Sterling Enterprises, LLC, DBA Perimeter Solutions Group
Name of Business

John Paul Link John Paul Link
Authorized Signature

John Paul Link Project Manager
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 10th day of July, 2025, by John Paul Link and who:

☑is personally known to me; or ☐ has produced n/a as identification.

Tracie D Estes
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration: 09/22/2026

TRACIE D ESTES
Notary Public - State of Florida
Commission # HH 306654
My Comm. Expires Sep 22, 2026
Bonded through National Notary Assn.

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Ryan Wilkins, who, being by me first duly sworn, made the following statement:

1. The business address of Sterling Enterprises, LLC, DBA Perimeter Solutions Group (name of Offeror or business) is PO box 714 Lkae Helen, FL 32744.
2. My relationship to Sterling Enterprises, LLC, DBA Perimeter Solutions Group (name of Offeror or business) is Vice Preident (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.~~

(Draw a line through paragraph 7 if paragraph 6 above applies)

Sterling Enterprises, LLC, DBA Perimeter Solutions Group
Name of Business

Authorized Signature

Ryan Wilkins, Vice President
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of July, 2025, by Ryan Wilkins and who:

☑ is personally known to me; or ☐ has produced n/a as identification.

Tracie D Estes
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration: 09/22/2026

TRACIE D ESTES
Notary Public - State of Florida
Commission # HH 306654
My Comm. Expires Sep 22, 2026
Bonded through National Notary Assn.

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION

By signing this form, the Bidder agrees that this bid is made without any other understanding, agreement or connection with any person, corporation or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Sterling Enterprises, LLC, DBA Perimeter Solutions Group

SIGNED BY: Ryan Wilkins, Vice President
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Ryan Wilkins

TITLE: Vice President

ADDRESS: PO box 714

CITY, STATE AND ZIP CODE: Lake Helen, FL 32744

TELEPHONE: 386-532-2100

F.E.I.N.: 20-0745205

NO bid may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, question may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Bidder: Sterling Enterprises, LLC, DBA Perimeter Solutions Group

B. Permanent main office address: 230 N. Summit Ave Lake Helen, FL 32744

C. Date organized: January 2004

D. If a corporation, where incorporated: Florida

E. How many years have you been engaged in the business under your present firm or trade name? 21

F. Contracts on hand: (List these, showing amount of each contract and the approximate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Fence & gates

H. Have you ever failed to complete any work awarded to you? If so, where and why? No

I. Have you ever defaulted on a contract? If so, where and why? No

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $ 1,000,000.00

M. Give bank name, contact name and phone number: First Horizon Bank, Jennie Vrettos, 813-769-5637

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☑Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Bidder's Qualifications.

Sterling Enterprises, LLC, DBA Perimeter Solutions Group
Name of Business

Vice President
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 10th day of July, 2025, by Ryan Wilkins and who:

☑Is personally known to me; or ☐ has produced N/A as identification.

Tracie D Estes
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: 09/22/2026

TRACIE D ESTES
Notary Public - State of Florida
Commission # HH 306654
My Comm. Expires Sep 22, 2026
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Perimeter Solutions Group
Integrated Fencing Systems

Contracts on Hand

Contract	Value	Percentage Complete	
Hubbard 931-962	$ 898,693.22	90%	September 2025
MCPS CCC High School	$ 764,553.56	35%	February 2026
Wharton PP	$ 503,672.95	85%	October 2025
OHA Griffin	$ 437,614.47	5%	June 2026
Ajax Mt Dora	$ 430,325.84	98%	September 2025
WS Starke ES	$ 379,624.78	25%	June 2026
RSW Terminal Imp	$ 428,242.56	50%	March 2026
Integra Wellness Way	$ 223,393.44	5%	November 2025
Hubbard 917	$ 221,813.16	95%	September 2025
Orange City ES	$ 206,694.02	45%	October 2025

Perimeter Solutions Group
Integrated Fencing Systems

Equipment List

2012	Cat Mini Excavator 305E
2014	Cat 297C Skidsteer
2015	Caterpillar 277D
2017	Cat 277D FTL0090
2019	Caterpillar 279D3
2020	Cat 289D3
2022	Cat 305CR Mini

Perimeter Solutions Group
Integrated Fencing Systems

Background & Experience – Ryan Wilkins, Vice President

Ryan Wilkins is the founder of Sterling Enterprises, LLC, and is the Vice President of our company. With decades of hands-on experience, he has been instrumental in building the company from the ground up and guiding its growth. His expertise spans all types of fencing—from large-scale agricultural installations to highly customized ornamental work. Under Ryan's leadership, the company has successfully completed fencing projects for airports, government entities, and private companies across the region. His deep industry knowledge, commitment to quality, and practical approach continue to shape our standards and reputation today.

Background & Experience – John Paul Link, Project Manager

John Paul Link brings a strong background in fencing and business ownership to his role as Project Manager. Before joining our team, he successfully ran his own fencing company for many years, gaining firsthand experience in every aspect of the trade—from estimating and installation to customer service and project management. Since coming on board, John Paul has quickly become a valuable asset, known for his reliability, dedication, and deep understanding of the industry. His hands-on approach and commitment to quality help ensure our projects run smoothly and exceed expectations.

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: Wharton-Smith, Inc
   Contact Person: Stephanie Farmer
   City, State: Sanford, FL
   Telephone Number: 407-321-8410
   Email Address: sfarmer@whartonsmith.com
   Description of goods/services provided: All types of fencing, gates, and access control
   Contract Amount: 1,000,000.00 plus
   Start/End Date of Contract: Several Past & Ongoing projects
2. Company Name: Ajax Building Company
   Contact Person: Lon Neuman
   City, State: Jacksonville, FL
   Telephone Number: 904-262-8660
   Email Address: lon.neuman@ajaxbuilding.com
   Description of goods/services provided: All types of fencing, gates, and access control
   Contract Amount: 1,000,000.00
   Start/End Date of Contract: Several Past & Ongoing projects
3. Company Name: KCF Site Development
   Contact Person: Mike Wagers
   City, State: Melbourne, FL
   Telephone Number: 321-253-5556
   Email Address: mike@kcfsite.com
   Description of goods/services provided: All types of fencing, gates, and access control
   Contract Amount: 1,000,000
   Start/End Date of Contract: Several Past & Ongoing projects

This document must be completed and returned with your Submittal.

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE (page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar services to those required under the City's contract as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: City Of Daytona Beach term contract
   Phone: 386-671-8023
   Current Client: ☒ Yes ☐ No
   Number of years of service provided: One year
   Description of service: Fence and gates

2. Contact Name: Volusia County term contract
   Phone: 386-248-1760 ext 11260
   Current Client: ☒ Yes ☐ No
   Number of years of service provided: Five years
   Description of service: Fence and gates

3. Contact Name: City Of Deltona term contract
   Phone: 386-878-8580
   Current Client: ☒ Yes ☐ No
   Number of years of service provided: One year
   Description of service: Fence and gates

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, **the successful Bidder shall not substitute subcontractors without approval from the City Representative.** Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 2

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

This document must be completed and returned with your submittal

FORM 7.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Ryan Wilkins, Vice President, on behalf
(Print Name and Title)
of Sterling Enterprises, L.L.C., dba Perimeter Solutions Group (PSG) ("Company"), certify that Sterling Enterprises, L.L.C., dba Perimeter Solutions Group (PSG)
(Company Name) (Company Name)

does not:
1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Sterling Enterprises, L.L.C., dba Perimeter Solutions Group (PSG)
COMPANY NAME

SIGNATURE

Ryan Wilkins
PRINT NAME

Vice President
TITLE

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of July, 2025, by Ryan Wilkins and who:

☑ is personally known to me; or ☐ has produced N/A as identification.

Tracie D Estes Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: 09/22/2026

This document to be completed and returned with your Submitta

TRACIE D ESTES
Notary Public - State of Florida
Commission # HH 306654
My Comm. Expires Sep 22, 2026
Bonded through National Notary Assn.

FORM 7.11 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and the State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Project# *(as applicable)*: _____

Business Name: Sterling Enterprises, LLC, DBA Perimeter Solutions Group Contact Person/Title: John Paul Link Project Manager

Mailing Address: PO box 714 City,State,Zip: Lake Helen, FL 32744

Phone Number: 386-532-2100 Email address: jlink@perimetersolutionsgroup.com

Physical Presence of Business: ☑Headquarters ☑Principal Place of Business

Within Legal Boundaries: ☐City of Port Orange ☑Volusia County ☐State of Florida

FEIN (Federal Employer Identification Number): 20-0745205

Business Structure: ☑Corporation ☐LLC ☐Partnership ☐Sole Proprietorship ☐Other (Specify): S

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION – I understand that:
A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation. The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: https://dos.myflorida.com/sunbiz/.

Exemptions from Local Preference
Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

As an authorized representative of the Firm, I certify that this Firm complies fully with the above requirements.

Sterling Enterprises, LLC, DBA Perimeter Solutions Group
Name of Business

John Paul Link
Authorized Signature

John Paul Link Project Manager
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 10th day of July, 2025, by John Paul Link and who:

☑is personally known to me; or ☐ has produced n/a as identification.

Tracie D Estes
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration: 09/22/2026

TRACIE D ESTES
Notary Public - State of Florida
Commission # HH 306654
My Comm. Expires Sep 22, 2026
Bonded through National Notary Assn.

This document must be completed and returned with your Submittal

City of Lake Helen

Volusia County, Florida

2025 Local Business Tax Receipt

Business Tax Receipt Number: 2024-067

LOCAL BUSINESS TAX RECEIPT

This Tax Receipt Expires 9/30/2025

Business Name: STERLING ENTERPRISES, LLC

Business Location: 230 N SUMMIT AVE

Stipulations:

Classification: CONTRACTOR-FENCE

Date Issued: 10/1/2024

Local Business Tax Receipt

The issuance of this Business Tax Receipt based upon payment of the tax in no way confers any right to violate any law, ordinance or regulation of this State, Volusia County or City of Lake Helen. Payment of the tax does not grant or determine any land use, zoning or development approval of any kind under Federal, State or local law, rule, regulation, code or ordinance. Any questions regarding this Business Tax Receipt should be directed to the city at (386) 228-2121

POST IN A CONSPICUOUS PLACE

X

Jim Gleason
City Administrator

FORM 7.12 – E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: FENCING SERVICES

Solicitation Number: ITB#25-15

I, the undersigned hereby certify that Sterling Enterprises, LLC, DBA Perimeter Solutions Group **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Sterling Enterprises, LLC, DBA Perimeter Solutions Group **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

John Paul Link Project Manager
Print or Type Name, Title

John Paul Link
Signature of Affiant

20-0745205
Federal Employer ID Number (FEIN)

833328
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 10th day of July, 2025, by John Paul Link and who:

☑is personally known to me; or ☐ has produced N/A as identification.

Tracie D Estes Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: 09/22/2026

TRACIE D ESTES
Notary Public - State of Florida
Commission # HH 306654
My Comm. Expires Sep 22, 2026
Bonded through National Notary Assn.

This document to be completed and returned with your Submittal

Company ID Number: 833328

Approved by:

Employer Sterling Enterprises, L.L.C.	
Name (Please Type or Print) Tracie D Estes	**Title**
Signature Electronically Signed	**Date** 12/01/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 12/01/2014

Company ID Number: 833328

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Sterling Enterprises, L.L.C.
Company Facility Address	230 N SUMMIT AVE LAKE HELEN, FL 32744
Company Alternate Address	PO Box 714 Lake Helen, FL 32744
County or Parish	VOLUSIA
Employer Identification Number	200745205
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

FORM 7.13 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Primary Covered Transactions

(To be completed by Prime Contractor)

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
   (b) Have not within a three-year period preceding this proposal bee convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;
   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Sterling Enterprises, LLC, DBA Perimeter Solutions Group	FENCING SERVICES ITB# 25-15
Organization Name	Bid Number or Project Name
John Paul Link Project Manager	John Paul Link 7/3/2025
Name and Title of Authorized Representative	Signature Date

This document must be completed and returned with your Submittal

FORM 7.14 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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

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

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

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

Date: July 10, 20 25 Signed: [signature]

Entity: Sterling Enterprises, L.L.C., dba Perimeter Solutions Group (PSG) Name: Ryan Wilkins

Title: Vice President

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of July, 2025, by Ryan Wilkins and who:

☑ is personally known to me; or ☐ has produced n/a as identification.

[signature]

Notary Public, State of Florida at Large: (seal)

Printed Name/Seal of Notary, Commission and Expiration Date: 09/22/2026

TRACIE D ESTES
Notary Public - State of Florida
Commission # HH 306654
My Comm. Expires Sep 22, 2026
Bonded through National Notary Assn.

My commission expires: 09/22/2026

This document must be completed and returned with your Submittal

FORM 7.15 – NO BID RESPONSE

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

N/A

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: ITB #25-15 CITYWIDE FENCING SERVICES

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no response".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project

☐Unable to meet specifications

☐Unable to meet bond requirements

☐Unable to hold prices firm throughout the term of the contract period

☐Unable to meet insurance requirements

☐Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

_____

_____

_____

_____

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Sterling Enterprises, LLC, DBA Perimeter Solutions Group, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

John Paul Link

Signature of Contractor's Authorized Official

John Paul Link Project Manager

Name & Title of Contractor's Authorized Official

Date: 7/3/2025

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING
ITB #25-15
CITYWIDE FENCING SERVICES

NAME OF BUSINESS:	Sterling Enterprises, LLC, DBA Perimeter Solutions Group
CONTACT PERSON:	John Paul Link
EMAIL ADDRESS:	jlink@perimetersolutionsgroup.com
AUTHORIZED SIGNATURE:	John Paul Link John Paul Link

ALL PRICING SHALL BE IN ACCORDANCE WITH SECTION 3 - SPECIFICATIONS

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
Furnish & Install Chain Link colored vinyl fencing - includes fabric, line post, post caps, concrete footings, tension wires and fittings. Terminal Post, strectcher bar, Top Rail and hardware not included.					
1	4 ft. high, Galvanized fencing	Lineal Foot	250	$ 14.50	$ 3625.00
2	4 ft. high, Colored Vinyl fencing	Lineal Foot	100	$ 18.50	$ 1850.00
3	6 ft. high, Galvanized fencing	Lineal Foot	2700	$ 20.50	$ 55350.00
4	6 ft. high Colored Vinyl fencing	Lineal Foot	500	$ 28.50	$ 14250.00
Furnish & Install Black Aluminum Ornamental Fencing - includes line post, post caps, concrete footings and all associated hardware.					
5	4' High - Black Aluminum Ornamental Fence	Lineal Foot	100	$ 41.50	$ 4150.00
6	6' High - Black Aluminum Ornamental Fence	Lineal Foot	100	$ 51.00	$ 5100.00
Relocate or remove existing fencing, including fabric, line posts, top rails, tension wires and fittings. Fill all post holes with clean fill, and haul away any and all fence debris, including disposal of fence and posts.					
7	Relocate existing 4 ft. high fencing	Lineal Foot	2700	$ 13.50	$ 36450.00
8	Relocate existing 6 ft. high fencing	Lineal Foot	500	$ 17.50	$ 8750.00
9	Relocate existing 8 ft. high fencing	Lineal Foot	200	$ 20.50	$ 4100.00
10	Remove and dispose of damaged fencing material	Lineal Foot	3400	$ 3.00	$ 10200.00
Furnish & Install Temporary Galvanized Chain-link Fencing. All materials furnished by the fencing contractor, and remain the property of the fencing contractor. Price shall include installation and removal of fencing.					
11	Temporary - 4 ft. high, Galvanized	Lineal Foot	500	$ 6.00	$ 3000.00
12	Temporary - 6 ft. high, Galvanized	Lineal Foot	500	$ 6.50	$ 3250.00
Furnish & Install Hinged Swing Gate, 4 ft. high, complete, with all mounting hardware, latching hardware and fabric included. Gate Posts to be priced in Line Items 51-58. Configured as single or double gate swing.					
13	3 ft. width - Galvanized	Each	5	$ 165.00	$ 825.00
14	3 ft. width - Black Aluminum Ornamental	Each	5	$ 365.00	$ 1825.00
15	3 ft. width - Colored Vinyl	Each	5	$ 265.00	$ 1325.00
16	4 ft. width - Galvanized	Each	5	$ 195.00	$ 975.00
17	4 ft. width - Black Aluminum Ornamental	Each	5	$ 415.00	$ 2075.00
18	4 ft. width - Colored Vinyl	Each	5	$ 285.00	$ 1425.00
19	5 ft. width - Galvanized	Each	5	$ 215.00	$ 1075.00
20	5 ft. width - Colored Vinyl	Each	5	$ 299.00	$ 1495.00
21	6 ft. width - Galvanized	Each	5	$ 225.00	$ 1125.00
22	6 ft. width - Colored Vinyl	Each	5	$ 315.00	$ 1575.00
23	10 ft. width - Galvanized	Each	5	$ 550.00	$ 2750.00
24	10 ft. width - Colored Vinyl	Each	5	$ 675.00	$ 3375.00
25	12 ft. width - Galvanized	Each	5	$ 650.00	$ 3250.00
26	12 ft. width - Colored Vinyl	Each	5	$ 715.00	$ 3575.00

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.					
Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
Furnish & Install Hinged Swing Gate, 6 ft. high, complete, with all mounting hardware, latching hardware and fabric included. Gate Posts to be priced in Line Items 59-66. Configured as Single or Double Gate Swing.					
27	3 ft. width - Galvanized	Each	4	$ 185.00	$ 740.00
28	3 ft. width - Colored Vinyl	Each	4	$ 285.00	$ 1140.00
29	3 ft. width - Black Aluminum Ornamental	Each	4	$ 425.00	$ 1700.00
30	4 ft. width - Galvanized	Each	4	$ 225.00	$ 900.00
31	4 ft. width - Colored Vinyl	Each	4	$ 315.00	$ 1260.00
32	4 ft. width - Black Aluminum Ornamental	Each	4	$ 450.00	$ 1800.00
33	5 ft. width - Galvanized	Each	4	$ 235.00	$ 940.00
34	5 ft. width - Colored Vinyl	Each	4	$ 335.00	$ 1340.00
35	6 ft. width - Galvanized	Each	4	$ 255.00	$ 1020.00
36	6 ft. width - Colored Vinyl	Each	4	$ 350.00	$ 1400.00
37	10 ft. width - Galvanized	Each	4	$ 850.00	$ 3400.00
38	10 ft. width - Colored Vinyl	Each	4	$ 975.00	$ 3900.00
39	12 ft. width - Galvanized	Each	4	$ 900.00	$ 3600.00
40	12 ft. width - Colored Vinyl	Each	4	$ 1025.00	$ 4100.00
Furnish & Install Cantilever Sliding Gate, 4ft.high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. Gate Posts to be priced in Line Items 51-58. Configured as Single or Double Gate Swing.					
41	Gate opening width of 10 ft. single gate - Galvanized	Each	5	$ 2150.00	$ 10750.00
42	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	5	$ 2350.00	$ 11750.00
43	Gate opening width of 12 ft. single gate - Galvanized	Each	8	$ 2250.00	$ 18000.00
44	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	5	$ 2500.00	$ 12500.00
Furnish & Install Cantilever Sliding Gate, 6 ft. high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. Gate Posts to be priced in Line Items 59-66. Configured as Single or Double Gate.					
45	Gate opening width of 10 ft. single gate - Galvanized	Each	10	$ 2500.00	$ 25000.00
46	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	4	$ 2750.00	$ 11000.00
47	Gate opening width of 12 ft. single gate - Galvanized	Each	4	$ 2700.00	$ 10800.00
48	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	4	$ 2950.00	$ 11800.00
49	Gate opening width of 12 ft. double gate(2)- Galvanized	Each	4	$ 5000.00	$ 20000.00
50	Gate opening width of 12 ft. double gate(2)- Colored Vinyl	Each	4	$ 5300.00	$ 21200.00
Furnish & Install 4 ft. high fencing, Terminal/Gate Posts, each to include; concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections.					
51	Galvanized, 3" round terminal/gate post	Each	10	$ 200.00	$ 2000.00
52	Colored, 3" round terminal/gate post	Each	10	$ 230.00	$ 2300.00
53	Galvanized, 4" round terminal/gate post	Each	10	$ 20.00	$ 200.00
54	Colored, 4" round terminal/gate post	Each	20	$ 200.00	$ 4000.00
55	Galvanized, 6-5/8" round terminal/gate post	Each	10	$ 300.00	$ 3000.00
56	Colored, 6-5/8" round terminal/gate post	Each	10	$ 750.00	$ 7500.00
57	Galvanized, 8-5/8" round terminal/gate post	Each	10	$ 800.00	$ 8000.00
58	Colored, 8-5/8" round terminal/gate post	Each	10	$ 1050.00	$ 10500.00
Furnish & Install 6 ft. high fencing, Terminal/Gate Posts, each to include: concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections.					
59	Galvanized, 3" round terminal/gate post	Each	5	$ 200.00	$ 1000.00
60	Colored, 3" round terminal/gate post	Each	5	$ 235.00	$ 1175.00
61	Galvanized, 4" round terminal/gate post	Each	5	$ 205.00	$ 1025.00

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.					
Item #	**Description**	**Unit of Measure**	**Estimated Quantities**	**Unit Price**	**Extended Price**
62	Colored, 4" round terminal/gate post	Each	5	$ 250.00	$ 1250.00
63	Galvanized, 6-5/8" round terminal/gate post	Each	5	$ 400.00	$ 2000.00
64	Colored, 6-5/8" round terminal/gate post	Each	5	$ 650.00	$ 3250.00
65	Galvanized, 8-5/8" round terminal/gate post	Each	5	$ 900.00	$ 4500.00
66	Colored, 8-5/8" round terminal/gate post	Each	5	$ 1150.00	$ 5750.00
Furnish & Install Top Rail with all required hardware to complete fencing connection.					
67	Galvanized Top Rail	Lineal Foot	60	$ 5.50	$ 330.00
68	Colored Top Rail	Lineal Foot	60	$ 6.00	$ 360.00
Furnish & Install Fabric with all required hardware to complete fencing connection.					
69	4 ft. high, Galvanized fabric	Lineal Foot	10	$ 20.00	$ 200.00
70	4 ft. high, Colored fabric	Lineal Foot	10	$ 30.00	$ 300.00
71	6 ft. high, Galvanized fabric	Lineal Foot	10	$ 40.00	$ 400.00
72	6 ft. high, Colored fabric	Lineal Foot	10	$ 60.00	$ 600.00
Furnish & Install Stretcher Bar with all required hardware to complete fencing connection.					
73	4 ft. high, Galvanized stretcher bar	Each	4	$ 50.00	$ 200.00
74	4 ft. high, Colored stretcher bar	Each	4	$ 65.00	$ 260.00
75	6 ft. high, Galvanized stretcher bar	Each	4	$ 75.00	$ 300.00
76	6 ft. high, Colored stretcher bar	Each	4	$ 80.00	$ 320.00
Additional services and labor may be needed under this contract at an hourly rate for projects related to the installation, removal, and/or repair of any kind of fencing materials.					
77	Standard hourly labor rate for Foreman for additional fencing work as specified (Monday through Friday).	Hourly	300	$ 95.00	$ 28500.00
78	Standard hourly labor rate for Laborer for additional fencing work as specified (Monday through Friday).	Hourly	300	$ 75.00	$ 22500.00
79	Standard hourly labor rate for Foreman for additional fencing work as specified (Nights, weekends and holidays).	Hourly	50	$ 190.00	$ 9500.00
80	Standard hourly labor rate for Laborer for additional fencing work as specified (Nights, weekends and holidays).	Hourly	50	$ 160.00	$ 8000.00
81	Percentage markup for fencing materials other than chain link (not to exceed 15%)	Materials	$5,000.00	% 15	$ 5750.00
				TOTAL PRICE:	$ 491,755.00

Volusia County
FLORIDA

Growth and Resource Management
123 West Indiana Avenue
DeLand, Florida 32720

Listing Card

06/02/2025

163764

To: STERLING ENTERPRISES LLC
230 N SUMMIT AV SUITE
LAKE HELEN,FL 32744

CUT ON SOLID LINE AND KEEP ON PERSON AT ALL TIMES.

Listing Card- THIS IS **NOT** A LICENSE

VOL #04041201 EXPIRES 05/31/2026

THIS CERTIFIES **RYAN WILKINS**
STERLING ENTERPRISES LLC
IS REGISTERED AS A**44 FENCE INSTALLER**
04041201
IN THE COUNTY OF VOLUSIA, FLORIDA

BY _____ VOLUSIA COUNTY CLCA
BUILDING OFFICIAL



Detail by FEI/EIN Number

Florida Limited Liability Company
STERLING ENTERPRISES, L.L.C.

Filing Information

Document Number	L04000005165
FEI/EIN Number	20-0745205
Date Filed	01/20/2004
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	06/02/2025
Event Effective Date	NONE

Principal Address

230 N SUMMIT AVE
LAKE HELEN, FL 32744

Changed: 02/12/2019

Mailing Address

4427 W. Kennedy Blvd.
Suite 260
Tampa, FL 33609

Changed: 01/30/2025

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 NORTH CALHOUN STREET
SUITE 4
TALLAHASSEE, FL 32301

Name Changed: 06/02/2025

Address Changed: 06/02/2025

Authorized Person(s) Detail

Name & Address

Title President

WILKINS, RYAN
171 S. Prevatt Ave.
LAKE HELEN, FL 32744

Title VP

Tolbert, Robert Wesley
6500 E Broadway Ave
Tampa, FL 33619

Annual Reports

Report Year	Filed Date
2023	01/19/2023
2024	02/01/2024
2025	01/30/2025

Document Images

06/02/2025 -- CORLCRACHG	View image in PDF format
01/30/2025 -- ANNUAL REPORT	View image in PDF format
10/11/2024 -- CORLCRACHG	View image in PDF format
02/01/2024 -- ANNUAL REPORT	View image in PDF format
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01/12/2022 -- ANNUAL REPORT	View image in PDF format
01/12/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
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01/06/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
03/19/2013 -- ANNUAL REPORT	View image in PDF format
01/26/2012 -- ANNUAL REPORT	View image in PDF format
01/25/2011 -- ANNUAL REPORT	View image in PDF format
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04/08/2007 -- ANNUAL REPORT	View image in PDF format
07/13/2006 -- ANNUAL REPORT	View image in PDF format
04/28/2005 -- ANNUAL REPORT	View image in PDF format
01/20/2004 -- Florida Limited Liabilites	View image in PDF format

City of Lake Helen

Volusia County, Florida

2025 Local Business Tax Receipt

Business Tax Receipt Number: 2024-067

LOCAL BUSINESS TAX RECEIPT

This Tax Receipt Expires 9/30/2025

Business Name: STERLING ENTERPRISES, LLC

Business Location: 230 N SUMMIT AVE

Stipulations:

Classification: CONTRACTOR-FENCE

Date Issued: 10/1/2024

Local Business Tax Receipt

The issuance of this Business Tax Receipt based upon payment of the tax in no way confers any right to violate any law, ordinance or regulation of this State, Volusia County or City of Lake Helen. Payment of the tax does not grant or determine any land use, zoning or development approval of any kind under Federal, State or local law, rule, regulation, code or ordinance. Any questions regarding this Business Tax Receipt should be directed to the city at (386) 228-2121

POST IN A CONSPICUOUS PLACE

X

Jim Gleason
City Administrator

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Sterling Enterprises, L. L. C. dba Perimeter Solutions Group
230 N. Summit Avenue
Lake Helen, FL 32744

SURETY:
(Name, legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, TX 77024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Port Orange FL
1000 City Center Circle
Port Orange, FL 32129

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

ITB 25-15 Citywide Fencing Services, all fencing, gates and gate operators, Port Orange FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of July, 2025

(Witness)

(Witness) Eileen Heard, Surety Witness

Sterling Enterprises, L. L. C. dba Perimeter Solutions Group

(Principal) *(Seal)*

By:

(Title) Vice President

Great Midwest Insurance Company

(Surety) *(Seal)*

By:

(Title) Kevin Wojtowicz Attorney-in-Fact
and Florida Licensed Resident Agent

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX. does hereby constitute and appoint: Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
My Notary ID # 131090486
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 15th Day of July 2025

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 30, 2025
Secretary of State
3321551070CC

DOCUMENT# L04000005165

Entity Name: STERLING ENTERPRISES, L.L.C.

Current Principal Place of Business:

230 N SUMMIT AVE
LAKE HELEN, FL 32744

Current Mailing Address:

4427 W. KENNEDY BLVD.
SUITE 260
TAMPA, FL 33609 US

FEI Number: 20-0745205

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PLATINUM FILINGS LLC
155 OFFICE PLAZA DRIVE
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: STEVEN FRIEDMAN 01/30/2025

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	PRESIDENT	Title	VP
Name	WILKINS, RYAN	Name	TOLBERT, ROBERT WESLEY
Address	171 S. PREVATT AVE.	Address	6500 E BROADWAY AVE
City-State-Zip:	LAKE HELEN FL 32744	City-State-Zip:	TAMPA FL 33619

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROBERT W. TOLBERT VICE PRESIDENT 01/30/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

SOLICITATION REQUEST FORM
(ITB, RFP, RFSQ, ITN)

25-15

(# will be assigned by Purchasing Division)

Assigned Purchasing Lead: Joseph Castro

Section 1: Solicitation Name, Scope, Type	
Project name:	Citywide Fencing Services
General scope of project:	Fencing services to include repairs, replacement and new fence on an as needed basis.
Type of project:	☑ *ITB* ☐ *RFP* ☐ *RFSQ Design/Professional Services (engineering, architect, surveying, landscape)* ☐ *ITN*
	☐ *Capital* ☐ *Non-Capital*

Section 2: Solicitation Information		
Requested by:	Jennifer Cox	
Department:	Parks & Recreation	
Special Legal Ad:	☐ Y or ☑ N *Per 180.24FS, see below *Section 9: Solicitation FAQ*	
Estimated amount:		
Bid Bond:	☑ Y or ☐ N	
Grant funded:	☐ Y or ☑ N *(If yes, list date & requirements)*	Deadline Date:
	Type / Special Requirements:	
Fund Account:	various per department	
Project#:	N/A	
City Project Manager:	Kevin Sweat	
Contract Administrator:	Jennifer Cox	
Project Inspector:		
Blueprint provided by:		
Engineer of Record:		

Section 3: List of Evaluation Committee Members (RFP/RFSQ/ITN) (Minimum 3)	
Committee Member 1:	
Committee Member 2:	
Committee Member 3:	
Committee Member 4:	
Committee Member 5:	

Section 4: Suggested Solicitation Dates

All dates are subject to scheduling and availability

Release date urgency:	☐ High ☑ Medium ☐ Low	Suggested Date:
Pre-Solicitation Conference Requested:	☑ Y or ☐ N	
Pre-Solicitation Conference date:		Site Visit: ☐ Y or ☑ N Mandatory: ☐ Y or ☑ N
Due date/opening:		
Delivery/Completion:		
Award to Council:		*Note: funding source must be listed on the agenda summary*

Section 5: Creating Details/Specifications/Scope of Work

☑ *Project Manager* ☐ *Project Engineer/Architect* ☐ *Other* _____ ☐ *Assistance from Purchasing**

The department provides the specifications/scope of work to Purchasing in **Word format. Purchasing reviews the specifications/scope of work, incorporates them into the draft of the solicitation and distributes and advertises it. If the Project Manager, Engineer or Architect prepares the specifications/scope of work, the department must review and approve them and ensure Purchasing receives a **Word** copy for incorporation into the solicitation draft.*

Section 6: Contract Type, Term, Completion Time

***** Discuss with Legal Dept. prior to releasing the solicitation to ensure the appropriate contract is placed in the solicitation document ****

Contract Type: ☑ *Standard services (Supplies/Services)* ☐ *EJCDC (Engineers Joint Contract Document Committee) (Site/Structures & Design Build)* ☐ *AIA (American Institute of Architects) (Building construction)*

Contract Term:	2 year contract		
Renewal Options:	3 - 1 year optional renewals		
(Days) Substantial Completion:		(Days) Final Completion:	

P&P Bond: ☐ Y or ☑ N *Payment and Performance Bonds are required for construction projects on public property

** If the project engineer is responsible for contract administration and project inspection services, ascertain that the contract with the engineer provides for that service. If not, the Engineer's Contract needs to be approved by the City Manager.*

Section 7: Suggested Bidder's List (include email address of potential bidder)

Bidder:	AAA Fence of Daytona, Allen Smoker, allen@aaafence.com, 386-253-4212
Bidder:	Native Fence Co., 386-388-2867, nativefence@gmail.com
Bidder:	Sterling Enterprises LLC, Tracie Estes, 386-532-2100, tracie@sterlingenterprisesllc.com
Bidder:	Atlantic Fence & Pavers, Brett Otto, 386-334-6472, atlanticfence.pavers@gmail.com,
Bidder:	
Bidder:	
Bidder:	

Section 8: Director's Approval

☑ Approved ☐ Rejected Date: 04/17/25 Susan Lovallo

Director's Name

X _____

Director's Signature

Section 9: Solicitation FAQ

Who fills out the Solicitation Request Form?
Sections 1-7 are to be completed by the Project Manager/Director.

When do I use this form?
When purchases exceed $25,000 and do not fall under the exclusions listed in City Ordinance Code Sec 2-267. Ex: (Sole source, piggyback, utilities, travel, postage, registration fees, etc.)

How do I submit this form?
After Director/Department Head signs approval of Solicitation Request Form, the department sends an email to purchdiv@port-orange.org to request a Bid Kick-Off Meeting. The draft Solicitation Request Form must be attached to this email. Purchasing will contact the department within 10 days of receipt of the email to setup the Bid Kick-Off Meeting. The Solicitation Request Form will be reviewed in detail during the Bid Kick-Off Meeting. If edits to the form are needed, the department makes the edits and submits the completed form to CivicClerk in the Bid Requests section of Contract Management. The department will also include with the request the Scope of Work/Specifications for the solicitation.

How early should I plan for an ITB/RFP/RFSQ/ITN?
Departments should allow for at least 90 days from *receipt of bid specifications* to *opening* (120 days for council award date). An additional 30-60 days should be allowed for RFPs, RFSQs, and ITNs.

Advertising:
Florida Statutes mandate that Capital Projects with a projected cost of under $200,000 shall be publicly advertised for a minimum of ten (10) days; over $200,000 Twenty-one (21) days and over $500,000 a minimum of thirty (30) days prior to bids being opened.

Per 180.24FS, public utility projects require additional advertising: two (2) consecutive ads *or* postings in three (3) conspicuous places around city hall, one (1) of which shall be the door of city hall. 180.07FS Examples: solicitations for jails, airports, hospitals, golf courses, reservoirs, pump stations, pipelines, & water/reclaim/sewage systems.

Distribution/Release:
The City is currently using Demand Star www.demandstar.com for releasing solicitation documents/addenda on the internet and the Daytona Beach News Journal to release the legal advertisement. Solicitation documents are also posted on the Purchasing Division's web page.

Specifications:
Document specifications should be sent to the assigned Purchasing Representative in WORD file format.

One envelope solicitation process:
One envelope shall be submitted. The envelope contains required forms, technical and price information. The envelopes from all timely bidders will be opened and read aloud at the time of the solicitation opening.

CCNA:
The City of Port Orange is also governed by Florida Statutes 287.055 the Consultants Competitive Negotiations Act, as the method of selecting architects, engineers, land surveyors and landscape architects.

Design-Build:
The City has written and enacted a set of Design-Build Policies and Procedures which sets forth very specific requirements the City must use for a design-build type of bid or contract. This was done to comply with Florida Statutes, Chapter 287.055 as amended; Consultants Competitive Negotiation Act. Public announcement/advertisement shall be made:

- If planning or study activity for professional services exceeds $35K
- If basic construction costs estimated by the agency exceeds $325K

Grants:
Grant Money Bids and Projects also have their own set of governing laws and regulations which require the City's compliance. The compliance with these laws is strictly the Project Manager's responsibility. The Project Manager must familiarize himself/herself with each and every grant to ensure that the City not only complies with those rules but fulfills every requirement that those grants contain so as not to forfeit the money that they bring.

Bonds:
When bid bond/deposits are required they are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is required, it is in the amount of five (5%) percent of the bid amount. Payment and Performance Bonds are required for construction projects on public property in the amount equal to one hundred percent (100%) of the total contract amount.

Payment and Performance Bonds must also be recorded in the Office of the Clerk of the Circuit Court, Volusia County, Florida. Required bonds are included in the Invitation to Bid notice which will appear in a locally distributed newspaper.

Public Entity Crimes Form:
Every acquisition with Federal funds equal to or greater than $10,000.00 and all formal solicitations must have a signed, notarized Public Entity Crimes Form.

Drug Free Tie Bid Form:
The Drug Free Tie Bid Preference Form is in accordance with Section 287.087, Florida Statutes and became law in January 1991. It takes precedence in determining tiebreaker in the event of tie bids.

BID TABULATION
ITB #25-15
CITYWIDE FENCING SERVICES
July 22, 2025

STERLING ENTERPRISES, LLC DBA PERIMETER SOLUTIONS GROUP					
Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
Furnish & Install Chain Link colored vinyl fencing - includes fabric, line post, post caps, concrete footings, tension wires and fittings. Terminal Post, strectcher bar, Top Rail and hardware not included.					
1	4 ft. high, Galvanized fencing	Lineal Foot	250	$14.50	$3,625.00
2	4 ft. high, Colored Vinyl fencing	Lineal Foot	100	$18.50	$1,850.00
3	6 ft. high, Galvanized fencing	Lineal Foot	2700	$20.50	$55,350.00
4	6 ft. high Colored Vinyl fencing	Lineal Foot	500	$28.50	$14,250.00
Furnish & Install Black Aluminum Ornamental Fencing - includes line post, post caps, concrete footings and all associated hardware.					
5	4' High - Black Aluminum Ornamental Fence	Lineal Foot	100	$41.50	$4,150.00
6	6' High - Black Aluminum Ornamental Fence	Lineal Foot	100	$51.00	$5,100.00
Relocate or remove existing fencing, including fabric, line posts, top rails, tension wires and fittings. Fill all post holes with clean fill, and haul away any and all fence debris, including disposal of fence and posts.					
7	Relocate existing 4 ft. high fencing	Lineal Foot	2,700.00	$13.50	$36,450.00
8	Relocate existing 6 ft. high fencing	Lineal Foot	500	$17.50	$8,750.00
9	Relocate existing 8 ft. high fencing	Lineal Foot	200	$20.50	$4,100.00
10	Remove and dispose of damaged fencing material	Lineal Foot	3400	$3.00	$10,200.00
Furnish & Install Temporary Galvanized Chain-link Fencing. All materials furnished by the fencing contractor, and remain the property of the fencing contractor. Price shall include installation and removal of fencing.					
11	Temporary - 4 ft. high, Galvanized	Lineal Foot	500	$6.00	$3,000.00
12	Temporary - 6 ft. high, Galvanized	Lineal Foot	500	$6.50	$3,250.00
Furnish & Install Hinged Swing Gate, 4 ft. high, complete, with all mounting hardware, latching hardware and fabric included. Gate Posts to be priced in Line Items 51-58. Configured as single or Double Gate Swing.					
13	3 ft. width - Galvanized	Each	5	$165.00	$825.00
14	3 ft. width - Black Aluminum Ornamental	Each	5	$365.00	$1,825.00
15	3 ft. width - Colored Vinyl	Each	5	$265.00	$1,325.00
16	4 ft. width - Galvanized	Each	5	$195.00	$975.00
17	4 ft. width - Black Aluminum Ornamental	Each	5	$415.00	$2,075.00
18	4 ft. width - Colored Vinyl	Each	5	$285.00	$1,425.00
19	5 ft. width - Galvanized	Each	5	$215.00	$1,075.00
20	5 ft. width - Colored Vinyl	Each	5	$299.00	$1,495.00
21	6 ft. width - Galvanized	Each	5	$225.00	$1,125.00
22	6 ft. width - Colored Vinyl	Each	5	$315.00	$1,575.00
23	10 ft. width - Galvanized	Each	5	$550.00	$2,750.00
24	10 ft. width - Colored Vinyl	Each	5	$675.00	$3,375.00
25	12 ft. width - Galvanized	Each	5	$650.00	$3,250.00
26	12 ft. width - Colored Vinyl	Each	5	$715.00	$3,575.00

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
Furnish & Install Hinged Swing Gate, 6 ft. high, complete, with all mounting hardware, latching hardware and fabric included. Gate Posts to be priced in Line Items 59-66. Configured as Single or Double Gate Swing.					
27	3 ft. width - Galvanized	Each	4	$185.00	$740.00
28	3 ft. width - Colored Vinyl	Each	4	$285.00	$1,140.00
29	3 ft. width - Black Aluminum Ornamental	Each	4	$425.00	$1,700.00
30	4 ft. width - Galvanized	Each	4	$225.00	$900.00
31	4 ft. width - Colored Vinyl	Each	4	$315.00	$1,260.00
32	4 ft. width - Black Aluminum Ornamental	Each	4	$450.00	$1,800.00
33	5 ft. width - Galvanized	Each	4	$235.00	$940.00
34	5 ft. width - Colored Vinyl	Each	4	$335.00	$1,340.00
35	6 ft. width - Galvanized	Each	4	$255.00	$1,020.00
36	6 ft. width - Colored Vinyl	Each	4	$350.00	$1,400.00
37	10 ft. width - Galvanized	Each	4	$850.00	$3,400.00
38	10 ft. width - Colored Vinyl	Each	4	$975.00	$3,900.00
39	12 ft. width - Galvanized	Each	4	$900.00	$3,600.00
40	12 ft. width - Colored Vinyl	Each	4	$1,025.00	$4,100.00
Furnish & Install Cantilever Sliding Gate, 4ft.high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. Gate Posts to be priced in Line Items 51-58. Configured as Single or Double Gate Swing.					
41	Gate opening width of 10 ft. single gate - Galvanized	Each	5	$2,150.00	$10,750.00
42	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	5	$2,350.00	$11,750.00
43	Gate opening width of 12 ft. single gate - Galvanized	Each	8	$2,250.00	$18,000.00
44	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	5	$2,500.00	$12,500.00
Furnish & Install Cantilever Sliding Gate, 6 ft. high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. Gate Posts to be priced in Line Items 59-66. Configured as Single or Double Gate.					
45	Gate opening width of 10 ft. single gate - Galvanized	Each	10	$2,500.00	$25,000.00
46	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	4	$2,750.00	$11,000.00
47	Gate opening width of 12 ft. single gate - Galvanized	Each	4	$2,700.00	$10,800.00
48	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	4	$2,950.00	$11,800.00
49	Gate opening width of 12 ft. double gate(2)- Galvanized	Each	4	$5,000.00	$20,000.00
50	Gate opening width of 12 ft. double gate(2)- Colored Vinyl	Each	4	$5,300.00	$21,200.00
Furnish & Install 4 ft. high fencing, Terminal/Gate Posts, each to include; concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections.					
51	Galvanized, 3" round terminal/gate post	Each	10	$200.00	$2,000.00
52	Colored, 3" round terminal/gate post	Each	10	$230.00	$2,300.00
53	Galvanized, 4" round terminal/gate post	Each	10	$20.00	$200.00

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
54	Colored, 4" round terminal/gate post	Each	20	$200.00	$4,000.00
55	Galvanized, 6-5/8" round terminal/gate post	Each	10	$300.00	$3,000.00
56	Colored, 6-5/8" round terminal/gate post	Each	10	$750.00	$7,500.00
57	Galvanized, 8-5/8" round terminal/gate post	Each	10	$800.00	$8,000.00
58	Colored, 8-5/8" round terminal/gate post	Each	10	$1,050.00	$10,500.00
Furnish & Install 6 ft. high fencing, Terminal/Gate Posts, each to include: concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections.					
59	Galvanized, 3" round terminal/gate post	Each	5	$200.00	$1,000.00
60	Colored, 3" round terminal/gate post	Each	5	$235.00	$1,175.00
61	Galvanized, 4" round terminal/gate post	Each	5	$205.00	$1,025.00
62	Colored, 4" round terminal/gate post	Each	5	$250.00	$1,250.00
63	Galvanized, 6-5/8" round terminal/gate post	Each	5	$400.00	$2,000.00
64	Colored, 6-5/8" round terminal/gate post	Each	5	$650.00	$3,250.00
65	Galvanized, 8-5/8" round terminal/gate post	Each	5	$900.00	$4,500.00
66	Colored, 8-5/8" round terminal/gate post	Each	5	$1,150.00	$5,750.00
Furnish & Install Top Rail with all required hardware to complete fencing connection.					
67	Galvanized Top Rail	Lineal Foot	60	$5.50	$330.00
68	Colored Top Rail	Lineal Foot	60	$6.00	$360.00
Furnish & Install Fabric with all required hardware to complete fencing connection.					
69	4 ft. high, Galvanized fabric	Lineal Foot	10	$20.00	$200.00
70	4 ft. high, Colored fabric	Lineal Foot	10	$30.00	$300.00
71	6 ft. high, Galvanized fabric	Lineal Foot	10	$40.00	$400.00
72	6 ft. high, Colored fabric	Lineal Foot	10	$60.00	$600.00
Furnish & Install Stretcher Bar with all required hardware to complete fencing connection.					
73	4 ft. high, Galvanized stretcher bar	Each	4	$50.00	$200.00
74	4 ft. high, Colored stretcher bar	Each	4	$65.00	$260.00
75	6 ft. high, Galvanized stretcher bar	Each	4	$75.00	$300.00
76	6 ft. high, Colored stretcher bar	Each	4	$80.00	$320.00
Additional services and labor may be needed under this contract at an hourly rate for projects related to the installation, removal, and/or repair of any kind of fencing materials.					
77	Standard hourly labor rate for Foreman for additional fencing work as specified (Monday through Friday).	Hourly	300	$95.00	$28,500.00
78	Standard hourly labor rate for Laborer for additional fencing work as specified (Monday through Friday).	Hourly	300	$75.00	$22,500.00
79	Standard hourly labor rate for Foreman for additional fencing work as specified (Nights, weekends and holidays).	Hourly	50	$190.00	$9,500.00
80	Standard hourly labor rate for Laborer for additional fencing work as specified (Nights, weekends and	Hourly	50	$160.00	$8,000.00
81	Percentage markup for fencing materials other than chain link (not to exceed 15%)	Materials	5,000.00	15.00%	$5,750.00
				TOTAL PRICE:	**$491,755.00**

Joseph Casto
BUYER

WITNESS

NOTICE OF INTENT TO AWARD

ITB #25-15 CITYWIDE FENCING SERVICES

July 22, 2025

On July 15, 2025, the City of Port Orange accepted bids for **ITB #25-15 Citywide Fencing Services.**

After reviewing the bids received, City Staff has made a recommendation to award to the following firm:

Sterling Enterprises, LLC., dba Perimeter Solutions Group

Respectfully Submitted,

Joseph Castro
Buyer

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on July 25, 2025 at 4:00PM EST.

This affidavit must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # Citywide Fencing Services

☑ **I hereby certify that I do not utilize an employee leasing company or employ leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing agreement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: N/A

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the workers' compensation coverage.

Name of Contractor: Sterling Enterprises, L.L.C., dba Perimeter Solutions Group (PSG)

Signature of Owner/Officer: _____

Title: Vice President Date: 07/28/2025

This affidavit must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKERS' COMPENSATION

State of Florida

County of Volusia

I, Ryan Wilkins, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of sail Laws with the Starr Indemnity and Liability Company, under the terms of Policy Number 1001242603 for a period from May 31, 2025 to May 31, 2026.

WITNESS:

By: John Paul Link

Name: John Paul Link

CONTRACTOR:

Company: Sterling Enterprises, LLC, dba Perimeter Solutions Group (PSG)

By:

Name/Title: Ryan Wilkins, Vice President

Sworn to/Affirmed and subscribed before me this 28th day of July, 2025, by Ryan Wilkins, who is personally known to me or who produced personally known as identification.

Tracie D Estes

NOTARY PUBLIC – STATE OF

Type or Print Name: Tracie D. Estes

Commission No.: HH 306654

Commission Expires: 09/22/2026

(Seal)

TRACIE D ESTES
Notary Public - State of Florida
Commission # HH 306654
My Comm. Expires Sep 22, 2026
Bonded through National Notary Assn.

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Ryan Wilkins, I am over the age of Twenty-one years old. I am the Vice President (Title) of ~~Sterling Enterprises, L.L.C.,~~ dba Perimeter Solutions Group (PSG) (Business Name), a non- governmental entity which does business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: July 28, 2025

Signed: _____
Print Name: Ryan Wilkins
Title: Vice President

SUBSCRIBED AND SWORN before me by means of [_XX_] physical presence or [__] online notarization on the 28th day of July, 2025 by Ryan Wilkins as Vice President on behalf of ~~Sterling Enterprises, L.L.C.,~~ dba Perimeter Solutions Group (PSG) who is personally known to me or who has produced personally known as identification.

(Notary Seal)

TRACIE D ESTES
Notary Public - State of Florida
Commission # HH 306654
My Comm. Expires Sep 22, 2026
Bonded through National Notary Assn.

Tracie D Estes
Notary Public, State of Florida
Printed name, commission and expiration of commission term

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/29/2025

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

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

PRODUCER Marsh & McLennan Agency LLC 20 N Martingale Rd Suite 100 Schaumburg IL 60173	**CONTACT NAME:** Erin Carnahan **PHONE (A/C, No, Ext):** 847-463-7894 **FAX (A/C, No):** **E-MAIL ADDRESS:** Erin.Carnahan@MarshMMA.com
INSURED PERISOL-01 Sterling Enterprises, LLC dba Perimeter Solutions Group PO BOX 714 230 N Summit Ave Lake Helen FL 32744	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** STARR INDEMNITY AND LIABILITY 38318 **INSURER B :** XL Specialty Insurance Company 37885 **INSURER C :** ALLIED WORLD ASSURANCE COMPANY 19489 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1777800700 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		1000026152251	5/31/2025	5/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		1000673069251	5/31/2025	5/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			1000589013251	5/31/2025	5/31/2026	EACH OCCURRENCE AGGREGATE $	$ 9,000,000 $ 9,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	1001242603	5/31/2025	5/31/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Leased & Rented Equipment Professional/Pollution Liability			UM00148944MA25A 03147124	5/31/2025 5/31/2025	5/31/2026 5/31/2026	$500,000 $1,000,000	DED $2,500 $1,000,000 agg

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

RE: ITB #25-15 Citywide Fencing Services, Multiple Locations within the City Port Orange, FL

The following are additional insured for General Liability and Automobile Liability where required by written contract or agreement per attached form(s) subject to the provisions and limitations of the policy(ies) per policy terms and conditions:

- City of Port Orange

Waiver of Subrogation in favor of Certificate Holder applies to Workers Compensation Liability where required by written contract or agreement per policy terms and conditions.

CERTIFICATE HOLDER

City of Port Orange
1000 City Center CIR
Port Orange FL 32129-4144

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dina Poljak

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Policy Number: 1000026152251 **Effective Date:** 05-31-2025 at 12:01 A.M.
Named Insured: Perimeter Solutions Group, LLC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: **Any Person or Organization Required Per Contract**
Location And Description of Completed Operations: **All Locations**
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

Policy Number: 1000026152251 **Effective Date:** 05-31-2025 at 12:01 A.M.
Named Insured: Perimeter Solutions Group, LLC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: **Any Person or Organization Required Per Contract**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this Policy remain unchanged.

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Primary and Non-Contributory Condition

Policy Number: 1000026152251 **Effective Date:** 05/31/2025 at 12:01 A.M.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. SECTION IV – CONDITIONS, condition **4. Other Insurance** is amended as follows:

1. The following is added to paragraph **4.a.** of the **Other Insurance** condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

2. The following is added to paragraph **4.b.** of the Other Insurance condition:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION AMENDATORY ENDORSEMENT

Policy Number: 1000673069251 **Effective Date:** 05/31/2025

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Additional Insured(s): Where required by written contract

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE A. Coverage, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto." However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy; or

(2) The coverage and/or limits required by said contract or agreement.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (BLANKET WAIVER OF SUBROGATION) AMENDATORY ENDORSEMENT

Policy Number: 1000673069251 **Effective Date:** 05/31/2025

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. It is hereby agree that **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Business Auto Coverage Form, and **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Motor Carrier Coverage Form are deleted in their entirety and replaced with the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

B. It is hereby agreed that **SECTION IV – CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Auto Dealers Coverage Form is deleted in its entirety and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

This condition does not apply to damages under Paragraph **C.** Locations And Operations Medical Payments Coverage of Section **II** – General Liability Coverages.

All other terms and conditions of this Policy remain unchanged.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 05/31/2025 Policy No.: 1001242603 Endorsement No.:

Insured: Premium:

Insurance Company: Starr Indemnity and Liability Company Countersigned by: _____

Starr Indemnity & Liability Company

Other Insurance – Primary and Noncontributory for Additional Insured Amendatory Endorsement

Policy Number: 1000589013251 **Effective Date:** 05/31/2025 at 12:01 A.M.

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

It is hereby agreed that **SECTION IV. CONDITIONS**, **I. Other Insurance** is deleted in its entirety and replaced by the following:

I. Other Insurance

If other insurance applies to "Ultimate Net Loss" that is also covered by this Policy, this Policy will apply excess of, and will not contribute to, the other insurance. Nothing herein will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, other insurance does not include:

1. "Underlying Insurance";

2. Insurance that is specifically written as excess over this Policy; or

3. Insurance held by a person(s) or organization(s) qualifying as an additional insured in "Underlying Insurance," but only when the written contract or agreement that mandates such additional insured status:

a. Requires a specific limit of insurance that is in excess of the Underlying Limits of Insurance;
b. Requires that your insurance be primary and not contribute with that of the additional insured; and
c. Is executed prior to the loss.

In such case as described in subparagraph **3.** above, we shall not seek contribution from the additional insured's primary or excess insurance for which they are a named insured for amounts payable under this insurance.

The Limits of Insurance afforded the additional insured pursuant to subparagraph **3.** above shall be the lesser of the following:

a. The minimum limits of insurance required in the contract or agreement; or
b. The Limits of Insurance shown in the Declarations of this Policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for the funding of legal liabilities.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Subrogation Endorsement

Policy Number: 1000589013251 **Effective Date:** 05/31/2025 at 12:01 A.M.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

EXCESS LIABILITY POLICY

It is hereby agreed that **SECTION IV. CONDITIONS, K. Transfer of Rights of Recovery Against Others to Us** is amended to include the following:

SCHEDULE

Name Of Person(s) Or Organization(s):
All as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

SUBJECT: (B6b) Approval of Task Authorization #9 to Advanced Roofing, Inc. for roof replacement at the Adult Center

DEPARTMENT: Parks & Recreation

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization #9 to Advanced Roofing for roof replacement at the Adult Center for an amount not to exceed $51,110.00 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The Adult Center sustained roof damage during Hurricane Ian. The damage consisted of lost shingles and water intrusion. After inspections by staff and FEMA representatives, it was determined that the roof required replacement. FEMA has approved funding for a portion of the replacement. Advanced Roofing, under a continuing services contract with the City, has been selected to complete the work.

Staff requests approval of Task Authorization #9 for the amount not to exceed $51,110. The exact amount of FEMA reimbursement funding has not yet been determined. The current project budget will cover any difference between the FEMA reimbursement and the total cost.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Advanced Roofing Inc. Task Authorization No. 9 - Adult Activity Ceter Roof Replacement	Advanced Roofing Inc. Task Authorization No. 9 - Adult Activity Ceter Roof Replacement.pdf
2.	Renewal Form Advanced Roofing, Inc. 2-25-2025	Renewal Form Advanced Roofing, Inc. 2-25-2025.pdf
3.	Advanced Roofing - Standard Contract for Svc CA7981	Advanced Roofing - Standard Contract for Svc CA7981.pdf
4.	City of Port Orange - Adult Center Proposal	City of Port Orange - Adult Center Proposal.pdf

Jennifer Cox Created/Initiated - 08/13/2025

Susan Lovallo	Approved - 08/14/2025
Linda Truitt	Approved - 08/18/2025
Matthew Jones	Approved - 09/08/2025
Wayne Clark	Final Approval - 09/08/2025

TASK AUTHORIZATION NO. 9
Standard Contract for Services dated March 7, 2023
Between the City of Port Orange, Florida and Advanced Roofing, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **ADVANCED ROOFING, INC.**, a Florida corporation with its principal place of business at 1950 North West 22nd Street, Fort Lauderdale, Florida 33311 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. The Contract Administrator may be contacted as follows:

   Name: Susan Lovallo, Parks and Recreation Director
   Address: 1000 City Center Circle, Port Orange, FL 32129
   Phone: (386) 506-5852
   E-Mail: slovallo@port-orange.org

3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide Roof Replacement to the Adult Activity Center located at 4790 South Ridgewood Avenue, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization No. 9 Exhibit "1."**

4. Contractor shall complete the services to be provided herein within **thirty (30) days** of the date of a written Notice to Proceed issued and executed by the City to the Contractor ("Term"). City and Contractor agree and recognize that time is of the essence for services provided in this Task Authorization, and that the City will suffer financial loss if the services are not completed within the Term of this Task Authorization. Contractor agrees and recognizes that any delay in services provided shall constitute a material breach. Accordingly, the City and Contractor agree that as liquidated damages for delay, Contractor shall pay the City $500 for each day that services have not reached substantial completion, in accordance with the Term as set forth herein above. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to final completion.

5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **$51,110.00**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

6. *Compliance with Other Federal Standards.*

(a) Compliance with Federal Laws, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

(b) Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31

U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

(c) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(d) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(e) Utilization of Minority and Women Firms (M/WBE): The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

(f) Equal Employment Opportunity:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vi) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the

Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(g) Davis-Bacon Act: If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

(h) Copeland Anti Kick Back Act:

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(i) Contract Work Hours and Safety Standards Act:

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

(j) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(k) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify compliance.

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

(m) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets

the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401,"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(n) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) meeting contract performance requirements; or

(iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(o) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(p) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(q) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

(r) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(s) DHS Seal, LOGO, and Flags: The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(t) No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

(u) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(A) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(B.) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or

essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the

contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

7. *Build America, Buy America*. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

8. *Domestic Preference for Procurements.* As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

9. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

ADVANCED ROOFING, INC.

_____

Printed Name:_____

By:_____

Jason Carruth, Vice President

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name:_____

Date:_____

Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

[CA 7981]

EXHIBIT "1"

Contractor's Quote

Consisting of 3 Pages

EXPERIENCE MATTERS.

ADVANCED ROOFING INC

ESTABLISHED 1983

Florida's Premiere Commercial Roofing Contractor

Committed to Quality

To:
Kevin Sweat
City of Port Orange
City of Port Orange 1000 City Center Circle Port Orange, FL 32129

Job Name:
Port Orange - Adult Center - 406332

Address:
Port Orange - Adult Center/4790 South Ridgewood Avenue, Port Orange, FL 32127

Date:
August 06, 2025

Reference:
Roof Replacement - Shingle Option

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of twelve (12) million dollars.

PERMITTING AND TESTING

Permitting and testing that is required to secure a roofing permit is included in our bid proposal. The following test will be completed in order to pull your permit:

1. Engineered signed and sealed design wind pressure calculation.
2. Florida Product Approval (FPA) or Miami Dade County Notice of Acceptance (NOA) for the proposed system as required.
3. Roof plan with elevations of deck and parapet walls.
4. Provide roof attachment and engineered fastening pattern in accordance with ASCE 7-22 and Florida Building Code 2023 8th Edition Roof Application Standard RAS 127-20/RAS 128-20.
5. Notice of Commencement filing with the county and fees before the start of the project.

PREPARATORY WORK

1. Cut and remove all existing roofing down to the plywood deck. Remove only as much roofing in one working day period that can be replaced. Water cut off to be installed at the end of each working day to assure a watertight condition.
2. Broom clean the entire roof. Remove all dust and dirt, then thoroughly clean with a power air blower.

MISCELLANEOUS INSTALLATIONS

1. Shop fabricate and install new .040 aluminum metal drip edge.Set same in mastic and flash per manufacturer's recommendations.
2. All existing gutter and downspouts to remain in place. Fasteners and seams are to be repaired as necessary.
3. Furnish and install new 2" and 3" lead stack flashing at all plumbing vents where existing are removed. Set same in sealant and flash per manufacturer's recommendations.
4. City or county roofing permit, crane and sales tax are included.
5. Digitized roof drawing and photographs depicting work areas and details for this work scope are attached.

STEEP SLOPE ROOFING

1. Install one (1) ply of GAF Feltbuster Synthetic Underlayment per Manufactures Specifications.
2. Install GAF Timberline HDZ Shingles per manufacturer's specifications. Shingles to have twenty-five (25) year manufacturer's warranty. Color to be "HICKORY".

SUPERVISION

1. Our work is done in a workmanlike manner by trained mechanics using the latest technical equipment for the job. Principals supervise all jobs and, upon completion, inspect and evaluate the premises and workmanship. As always, ADVANCED ROOFING, INC. is "Committed to Quality."

CLARIFICATION & EXCLUSIONS

1. All costs associated with utility line interface with roofing activities are excluded from this proposal. If utilities exist on the roof it is the owner's responsibility to pay for any required utility protection, shutdown, and standby power to allow for ARI to safely execute the project.
2. Recover scope of work contingent upon acceptable moisture survey/bonded uplift test results per local building code requirements.
3. Anything concealed within the existing roof system or below the existing roof system is excluded.

GUARANTEE

Twenty-five (25) year No Dollar Limit (NDL) guarantee on materials and labor by GAF.

CONTRACTOR'S WARRANTY

Two (2) year guarantee on materials and labor by Advanced Roofing, Inc.

Please note, the quoted price of any selected alternate shall be deemed added to the contract price. If an alternate requires a Preventative Maintenance Agreement with Advanced Roofing, the cost of the Preventative Maintenance Agreement shall also be deemed added to the contract price.

QUOTATION

ROOF REPLACEMENT - FOR THE SUM OF FIFTY-ONE THOUSAND ONE HUNDRED TEN DOLLARS	$51,110.00

GRAND TOTAL

QUOTATION

FOR THE SUM OF FIFTY-ONE THOUSAND ONE HUNDRED TEN DOLLARS	$51,110.00

UNIT PRICES

Replacement of Deteriorated/Rotted Plywood Decking	$75.00 per sheet

EXPERIENCE MATTERS.

ADVANCED ROOFING INC

ESTABLISHED 1983

Florida's Premiere Commercial Roofing Contractor

Committed to Quality

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized Signature: Faith Williams

Printed Name: Faith Williams

NOTE: This proposal may be withdrawn by us if not accepted within 14 days.

Owner is responsible for asbestos testing and related cost to remove.

Acceptance of Proposal

☐ By checking this box, I have read and agree to the Terms and Conditions(see attached).

The undersigned as (check one) ☐ Owner ☐ Authorized agent of Owner hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted: See Page 11 of Task Authorization No. 9 Signature: Date:

*Terms & Conditions on last page(s) apply.

State License: CCC 024413

Thank you for the opportunity to bid this work. Should you have any questions or require additional information, please do not hesitate to contact Faith Williams at (561) 506-2456 or via email at FaithW@advancedroofing.com.

CITY OF PORT ORANGE

Agreement

RENEWAL FORM

*******THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE*******

Verify your records by providing the following information:

Name of Company/Organization: Advanced Roofing, Inc. ("Contractor")

Name of Contact Person: Jason Carruth, Vice President

Mailing Address: 1950 North West 22nd St

E-Mail Contact Address: jasonc@advancedroofing.com

Phone: 407-322-1555 Fax: _____

- ☒ Standard Contract for Service CA No. CA7891
- ☐ Piggyback Agreement CA No. _____
- ☐ Purchase Order No. _____

Renewal 1 of 2

Renewal Term: From 3-7-25 To: 3-6-27

Contractor to Provide to City:

- ☐ Updated Bond
- ☒ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

To be completed by the Contractor:

YES ☑ Contractor desires to renew this Agreement for another term at the same price, requirements, specifications, and conditions as provided for above.

NO ☐ Contractor does not desire to renew this Agreement for another term.

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

Contractor's Authorized Representative: _____ **Date:** 1/30/2025

Signature

Please return to the City of Port Orange as follows:

Department: Parks & Recreation Telephone: 386-506-5852

Contact: Jennifer Cox Fax: _____

E-Mail jcox@port-orange.org

For City Use Only:

Department Completes the Following:

- ☐ Renewal Accepted by the Department
- ☐ Bond received by the Department ***OR*** ☐ Bond not applicable
- ☐ Insurance Certificate received by the Department ***OR*** ☐ Insurance waived by City Manager

City Manager: _____ **Date:** 2/25/2025

Original Signed Form Must Be Returned to the City Clerk

Form 13024

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 7 day of March, **2023**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **ADVANCED ROOFING, INC.** ("Contractor"), a Florida corporation whose principal address is 1950 North West 22nd Street, Fort Lauderdale, Florida 33311. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide Roof Repair and Replacements, and as more specifically described in Request for Statement of Qualifications RFSQ 22-14 ("RFSQ 22-14"). This Contract together with RFSQ 22-14, and Contractor's submittal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements of RFSQ 22-14, attached hereto as Exhibit "1." A complete copy of RFSQ 22-14, and Contractor's submittal is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties, and shall continue for a period of two (2) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for up to two (2) two-year periods.

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) in an amount of $100,000.00 or more, shall require a Payment and Performance Bond. At the discretion of the City, Task Authorization(s) may require a Payment and Performance Bond for work under $100,000.00, said Payment and Performance Bond shall be included as an Exhibit to the Task Authorization (s). The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in periodic written quotes and purchase orders issued hereunder, subject to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Documents*. The following forms, attached as Exhibit "3," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

(a) Front Page for Bond (F.S. § 255.05)
(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration*. The Purchasing Manager, Jill Poolman ("Contract Manager"), shall perform contract administration of this Contract. The Department Head requesting the Task Authorization under this Contract, shall perform Contract Administration for their respective Task Authorization for services. For notice provisions, see the paragraph entitled "Notice."

5. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments

made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

7. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating

of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits:	Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits:	Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements			
☒	Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits:	Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits:	Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits:	Coverage - $1,000,000	
☐	Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☒	Payment and Performance Bond Required	Limits:	Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $25,000.00.**			
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**			

13. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City may be required, and if so, shall be recorded with the Clerk of Volusia County at Contractors expense.

20. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the

delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of

Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

27. *Compliance with Other Federal Standards.*

(a) Compliance with Federal Laws, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

(b) Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

(c) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(d) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(e) Utilization of Minority and Women Firms (M/WBE): The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in

many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

(f) Equal Employment Opportunity:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vi) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(g) Davis-Bacon Act: If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

(h) Copeland Anti Kick Back Act:

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(i) Contract Work Hours and Safety Standards Act:

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

(j) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(k) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify compliance.

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

(m) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401,"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(n) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) meeting contract performance requirements; or

(iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(o) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(p) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(q) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

(r) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(s) DHS Seal, LOGO, and Flags: The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(t) No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

(u) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(A) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(B.) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as

a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and

any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

28. *Build America, Buy America*. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

29. *Domestic Preference for Procurements.* As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

30. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

31. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Department Head associated with applicable Task Authorization
1000 City Center Circle
Port Orange, Florida 32129
Telephone: As provided on applicable Task Authorization

Contractor: Advanced Roofing, Inc.
Attention: Jason Carruth, Vice President
1950 North West 22nd Street
Fort Lauderdale, Florida 33311
(407) 322-1555 - Telephone
jasonc@advancedroofing.com - E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

32. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

33. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

Dawn Emery

Printed Name: Dawn Emery

Kathyrn Kellum

Printed Name: Kathyrn Kellum

ADVANCED ROOFING, INC.

By: VP

Jason Carruth, Vice President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 2/24/2023

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: March 7, 2023

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: March 7, 2023

EXHIBIT "1"

RFSQ 22-14 Section 3: Scope of Services and Requirements

Consisting of 4 Pages

DEBARMENT HISTORY

The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's debarment history is an issue of responsibility, the failure to provide debarment history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF STATEMENTS

The City reserves the right to reject any and/or all Statements when such rejection is in the best interest of the City.

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

(a) Failure to update the information on file including address, product, service or business descriptions.
(b) Failure to perform according to contract provisions.
(c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

The purpose of this RFSQ is to pre-qualify experienced, licensed roofing contractors and to establish master agreements for Roofing Repair and Replacement Services for roofs throughout the City of Port Orange. Services will include preventative maintenance, roof repairs of various types and major tear off and replacements on an as-needed basis. The types of roofs the City currently has are: shingle, modified bitumen, TPO (thermoplastic polyolefin), kee rubber, metal standing seam, metal with batten, clay tile, concrete tile and metal "v" crimp. Performance shall include all labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals required. All repair work and materials shall be in accordance with Standard Building Code, manufacturer's specifications and accepted roofing practices and shall include all applicable warranties.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Roofing Contractor. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

When services are needed, a Request for Quote will be distributed to the awarded roofing contractors that will include but may not be limited to the following: the location of the roof, a brief description of the work to be done, date/time of a pre-quote conference/site visit (if required), required completion date of the work and the due date and time for the quote to be returned to the requester. Quotes will be opened and reviewed by the Project Manager for compliance to scope of work and calculations of materials and labor. Quotes received after the date and time

specified will not be considered. Quotes will be returned as a 'lump sum'. The lowest responsive and responsible quote returned may be required to submit a breakdown of their lump sum quote to include all items that make up the lump sum quote such as labor, materials, any necessary rental equipment and sub-contractor labor.

The City has the right to have a manufacturer's representative perform inspections at any time during the roof repair and/or replacement. The contractor must have proof of their manufacturer's certification to provide to the inspector upon request.

CONTRACTOR RESPONSIBILITIES:

1. The awarded contractor/s will be required to provide 24/7 emergency services for normal conditions and post hurricane/natural disaster conditions, which may include temporary securing of facility roofs, and communicating with City personnel as to a schedule for permanent repairs and costs. The awarded contractor/s shall be required to respond within twenty-four (24) hours of the initial request/call. The awarded contractor/s shall be required to respond to post hurricane/natural disaster service calls immediately and advise City personnel of availability of roofing crews.

2. When a pre-quote conference is mandatory, it will be noted as such on the Request for Quote. When a conference is mandatory, awarded contractors must attend in order to be eligible to quote. Failure to attend three (3) required pre-quote conferences per year may be cause for termination of your agreement with the City. Contractors must sign the attendance sign-in sheet, which shall be considered proof of attendance.

3. It is the contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Contractors are advised to make a thorough inspection.

4. At times, the Project Manager may require the contractor to attend a pre-inspection prior to commencement of work on a project. All work must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the work must be made with the review and approval of the City Project Manager.

5. Prior to the commencement of any work on a project, if there are any changes to the original scope of work, and/or questions from contractors to be addressed, an addendum to the project will be distributed to all quoting contractors.

6. The contractor acknowledges that all work will only be performed after receipt of an authorized Purchase Order or Task Authorization is issued.

7. If, during the course of performing work on a project, the contractor encounters conditions which impact the work and which could not have initially been evaluated, the contractor shall not proceed without written authorization from the City Project Manager or designee in the form of a Change Order.

8. If the contractor shall be delayed in the completion of work for any reason of unforeseeable causes beyond control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period specified for the completion of services shall be extended by such time as shall be approved by the City Project Manager or designee in the form of a Change Order.

9. The contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City within 48 hours after receipt of notification of such faulty labor or workmanship. If the contractor fails within 48 hours to correct defects, the City shall be entitled to have such work remedied and the contractor shall be fully liable for all costs and expenses reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City. A letter shall be provided by the contractor acknowledging said warranty.

10. Upon completion of services, the City reserves the right to request the contractor's assigned supervisor to review and provide written acknowledgement/documentation that work performed by their technician has been satisfactorily completed. Supervisor's review to be at no additional cost to the City and considered part of the contract obligations.

11. If the contractor neglects, fails, or refuses to complete the work within the time specified, as properly noted by the City, the contractor does hereby agree, as part consideration of awarding of the contract, to pay to the City the sum of up to $500.00 for each and every calendar day that the contractor shall delay after the completion date stipulated on the Request for Quote and/or the Purchase Order, not as a penalty, but as liquidated damages for breach of Contract, as set forth herein.

12. All rates quoted shall include travel, labor, permits, any and all equipment and tools required. All disposal charges should be included in the contractor's overhead.

13. Awarded contractor must submit a proposed schedule of work to be performed on each awarded project. The Project Manager or his/her designee shall have approval over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Project Manager or his/her designee. The City reserves the right to change the schedule, with adequate notification, to achieve the best benefit of the work.

14. All repair work to be performed in accordance with the manufacturer's recommendations and applicable codes. There will be no emergency or overtime rates approved for these services. Contractor will be accountable/responsible for their own assessment/measurements of the installation. There will be no adjustments in cost, for increase or decrease of the services requested. Failure to do so will be at the contractor's risk.

15. Contractor shall exercise the same degree of care, skill and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the City, correct any deficiency which fails to satisfy the foregoing standard of care.

GENERAL INFORMATION:

Asbestos Statement:
All materials supplied to the City of Port Orange must be 100% asbestos-free. Responders, by virtue of submitting a Statement of Qualifications, certify that if awarded a contract, will supply only materials or equipment that are 100% asbestos-free.

Inspection and Directions:
No inspector shall have the power to waive the obligations resting upon the Contractor to furnish the best material available for the project at the best available prices and to perform the work as outlined herein and on each Request for Quote. Any failure or omission on the part of any inspector or engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the City or City's engineer to do so.

Public Safety and Convenience:
In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and Federal laws and regulations as applicable. The Contractor shall at all times conduct his/her work as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Project Manager or appointed designee. There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 a.m. and 4:00-6:00 p.m. without prior approval from the Project Manager or designee.

Federal Emergency Management Agency (FEMA) Required Contract Terms:
The Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such an event, the City may apply to the State of Florida or the Federal government for funds which will be used to pay Contractor or reimburse the City for payments made to the Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The following are guidelines for FEMA that the Contractor must adhere to:

iii. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuance to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
ii. The Contractor agrees to report each violation to the City of Port Orange authorized representatives and understands and agrees that the City of Port Orange will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Procurement of Recovered Materials:

In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting contract performance requirements; or
iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Sub-contractors:

The City of Port Orange reserves the right to approve all sub-contractors for this contract. If sub-contractors are to be used, their names and references must be included within this initial statement. Responsibility for the performance of the contract remains with the main Contractor exclusively. Sub-contractors may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange. **Sub-contracting the actual installation of roofing materials is NOT permitted.**

Qualifications:

The successful contractors will be registered and licensed commercial roofers in the State of Florida, have qualified roofers and superintendents, administrative support or other personnel as required to perform the duties necessary to complete the various services outlined in this RFSQ. Contractors must provide manufacturers' certifications for all types of roofs they intend to work on for the City (this includes repairs and new installations). A listing of roof types is provided in Section 1 of this RFSQ. Manufacturers' certifications must be included in Tab C as outlined in Section 7.

Compensation:

After a final ranking of all statements of qualifications has been decided, the City will begin negotiations with the top ranked firm/s for a master contract and pricing.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the contractor's billing shall be provided.

The City's normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out-of-scope services shall be provided or compensated in the absence of prior, written authorization in the form of an executed amendment of contract and/or issuance and approval of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

EXHIBIT "2"

Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. __
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and Advanced Roofing, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **ADVANCED ROOFING, INC.**, a Florida corporation with its principal place of business at 1950 North West 22nd Street, Fort Lauderdale, Florida 33311 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. The Contract Administrator may be contacted as follows:

   Name: _____
   Address: _____
   Phone: _____
   Mobile: _____
   E-Mail: _____

3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide _____, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

4. Contractor shall substantially complete the services to be provided herein within _____ days of the date of a written Notice to Proceed issued and executed by the City to the Contractor, with final completion _____ days thereafter ("Term"). City and Contractor agree and recognize that time is of the essence for services provided in this Task Authorization, and that the City will suffer financial loss if the services are not completed within the Term of this Task Authorization. Contractor agrees and recognizes that any delay in services provided shall constitute a material breach. Accordingly, the City and Contractor agree that as liquidated damages for delay, Contractor shall pay the City $_____ for each day that services have not reached substantial completion, in accordance with the Term as set forth herein above. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to final completion.

5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed $_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit

"2," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. __.

7. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

ADVANCED ROOFING, INC.

_____

Printed Name:_____

By:_____

Jason Carruth, Vice President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

_____

Printed Name:_____

Date:_____

CITY OF PORT ORANGE

By:_____
Wayne Clark, City Manager

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

[CA 7981]

EXHIBIT "3"

Payment and Performance Bond

Consisting of 3 Pages

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor:	Advanced Roofing, Inc.
Principal Business Address:	1950 North West 22nd Street Fort Lauderdale, Florida 33311
Contact Person:	Jason Carruth, Vice President
Phone Number:	(407) 322-1555

SURETY: _____

Address: _____

_____

Contact Person: _____

Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: City Manager

Phone Number: (386) 506-5501

Amount: $_____ **City Case/Project No. RFSQ 22-14 Roof Repair and Replacements**

Description of Work: RFSQ 22-14 Roof Repairs and Replacements

Project Location: Various locations within the City of Port Orange, Volusia County, Florida
Shall be determined at time of Task Authorization

Legal Description: Shall be determined at time of Task Authorization

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

[MTR/sal 2015-02-10]
[CA7981]

Advanced Roofing, Inc.

RFSQ 22-14 Roof Repair and Replacements

Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **ADVANCED ROOFING, INCC.** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND** ___ __/**100 DOLLARS** (**$**_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for Roof Repairs and Replacements, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond shall be deemed an original, this _____, day of _____, 202__.

Attest:

ADVANCED ROOFING, INC.
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Jason Carruth, Vice President

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

By:_____
Name:_____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

EXPERIENCE MATTERS.

ADVANCED ROOFING INC

ESTABLISHED 1983

Florida's Premiere Commercial Roofing Contractor

Committed to Quality

To:
Kevin Sweat
City of Port Orange
City of Port Orange 1000 City Center Circle Port Orange, FL 32129

Job Name:
Port Orange - Adult Center - 406332

Address:
Port Orange - Adult Center/4790 South Ridgewood Avenue, Port Orange, FL 32127

Date:
August 06, 2025

Reference:
Roof Replacement - Shingle Option

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of twelve (12) million dollars.

PERMITTING AND TESTING

Permitting and testing that is required to secure a roofing permit is included in our bid proposal. The following test will be completed in order to pull your permit:

1. Engineered signed and sealed design wind pressure calculation.
2. Florida Product Approval (FPA) or Miami Dade County Notice of Acceptance (NOA) for the proposed system as required.
3. Roof plan with elevations of deck and parapet walls.
4. Provide roof attachment and engineered fastening pattern in accordance with ASCE 7-22 and Florida Building Code 2023 8th Edition Roof Application Standard RAS 127-20/RAS 128-20.
5. Notice of Commencement filing with the county and fees before the start of the project.

PREPARATORY WORK

1. Cut and remove all existing roofing down to the plywood deck. Remove only as much roofing in one working day period that can be replaced. Water cut off to be installed at the end of each working day to assure a watertight condition.
2. Broom clean the entire roof. Remove all dust and dirt, then thoroughly clean with a power air blower.

MISCELLANEOUS INSTALLATIONS

1. Shop fabricate and install new .040 aluminum metal drip edge.Set same in mastic and flash per manufacturer's recommendations.
2. All existing gutter and downspouts to remain in place. Fasteners and seams are to be repaired as necessary.
3. Furnish and install new 2" and 3" lead stack flashing at all plumbing vents where existing are removed. Set same in sealant and flash per manufacturer's recommendations.
4. City or county roofing permit, crane and sales tax are included.
5. Digitized roof drawing and photographs depicting work areas and details for this work scope are attached.

STEEP SLOPE ROOFING

1. Install one (1) ply of GAF Feltbuster Synthetic Underlayment per Manufactures Specifications.
2. Install GAF Timberline HDZ Shingles per manufacturer's specifications. Shingles to have twenty-five (25) year manufacturer's warranty. Color to be "HICKORY".

SUPERVISION

1. Our work is done in a workmanlike manner by trained mechanics using the latest technical equipment for the job. Principals supervise all jobs and, upon completion, inspect and evaluate the premises and workmanship. As always, ADVANCED ROOFING, INC. is "Committed to Quality."

CLARIFICATION & EXCLUSIONS

1. All costs associated with utility line interface with roofing activities are excluded from this proposal. If utilities exist on the roof it is the owner's responsibility to pay for any required utility protection, shutdown, and standby power to allow for ARI to safely execute the project.
2. Recover scope of work contingent upon acceptable moisture survey/bonded uplift test results per local building code requirements.
3. Anything concealed within the existing roof system or below the existing roof system is excluded.

GUARANTEE

Twenty-five (25) year No Dollar Limit (NDL) guarantee on materials and labor by GAF.

CONTRACTOR'S WARRANTY

Two (2) year guarantee on materials and labor by Advanced Roofing, Inc.

Please note, the quoted price of any selected alternate shall be deemed added to the contract price. If an alternate requires a Preventative Maintenance Agreement with Advanced Roofing, the cost of the Preventative Maintenance Agreement shall also be deemed added to the contract price.

QUOTATION

ROOF REPLACEMENT - FOR THE SUM OF FIFTY-ONE THOUSAND ONE HUNDRED TEN DOLLARS	$51,110.00

GRAND TOTAL

QUOTATION

FOR THE SUM OF FIFTY-ONE THOUSAND ONE HUNDRED TEN DOLLARS	$51,110.00

UNIT PRICES

Replacement of Deteriorated/Rotted Plywood Decking	$75.00 per sheet

EXPERIENCE MATTERS.

ADVANCED ROOFING INC

ESTABLISHED 1983

Florida's Premiere Commercial Roofing Contractor

Committed to Quality

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized Signature: Faith Williams

Printed Name: Faith Williams

NOTE: This proposal may be withdrawn by us if not accepted within 14 days.

Owner is responsible for asbestos testing and related cost to remove.

Acceptance of Proposal

☐ By checking this box, I have read and agree to the Terms and Conditions(see attached).

The undersigned as (check one) ☐ Owner ☐ Authorized agent of Owner hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted: _____ Signature: _____ Date: _____

*Terms & Conditions on last page(s) apply.

State License: CCC 024413

Thank you for the opportunity to bid this work. Should you have any questions or require additional information, please do not hesitate to contact Faith Williams at (561) 506-2456 or via email at FaithW@advancedroofing.com.

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

SUBJECT: (B6c) Approval of Task Authorization #2 to Ohlson Lavoie Corporation for Depot Park Renovations and Expansion

DEPARTMENT: Parks & Recreation

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization #2 with Ohlson Lavoie Corporation for Depot Park Renovations for an amount not to exceed $348,000.00 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Ohlson Lavoie Corporation has provided a quote for design services for Depot Park Renovations under their current continuing services contract. The design work will be for Bond Project 4 - Depot Park Renovations. Design and construction is expected to take 24 months. The scope will include all necessary engineering, including civil, landscape, structural, mechanical, plumbing, and electrical. Allowances have been included for site survey and geotechnical services is not to exceed $348,000.

The scope of work will include a community meeting to get input from the neighborhood and other stakeholders. The project involves renovating the existing Train Depot to be transformed into an event place and museum, adding a ticketing/concession and restroom building, parking, and a play structure.





PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Ohlson Lavoie Corporation Task Authorization No. 2 - Depot Park Design Services for Renovations and Expansion	Ohlson Lavoie Corporation Task Authorization No. 2 - Depot Park Design Services for Renovations and Expansion.pdf
2.	EXECUTED Renewal Ohlson Lavoie Corporation 4-2-2025	EXECUTED Renewal Ohlson Lavoie Corporation 4-2-2025.pdf
3.	Ohlson Lavoie Corp CA8001	Ohlson Lavoie Corp CA8001.pdf
4.	Port Orange Depot Park Restroom _Fee Proposal	Port Orange Depot Park Restroom _Fee Proposal.pdf

Jennifer Cox	Created/Initiated - 08/19/2025
Susan Lovallo	Approved - 08/19/2025
Linda Truitt	Approved - 08/19/2025
Matthew Jones	Approved - 09/05/2025
Wayne Clark	Final Approval - 09/05/2025

TASK AUTHORIZATION NO. 2
Master Contract for Architectural Services dated May 17, 2022
Between the City of Port Orange, Florida and Ohlson Lavoie Corporation

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **OHLSON LAVOIE CORPORATION**, a Colorado corporation with its principal place of business at 2295 South Hiawassee Road, Suite 310, Orlando, Florida 32835 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Architectural Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization No. 2 expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Architect shall provide design services relating to all engineering, including civil, landscape, structural, mechanical, plumbing, and electrical services for the renovations and expansion to Depot Park, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Architect shall complete the services to be provided herein within eighteen (18) months from the date of written notice by the City to the Architect.

4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed $348,000.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth- in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has

disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Architect and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

OHLSON LAVOIE CORPORATION

By:_____
Hervey R. Lavoie, President

_____
Printed Name:_____

Date:_____

_____
Printed Name:_____

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Architect's Quote

Consisting of 5 Pages

2295 S. Hiawassee Rd., Suite 310
Orlando, FL 32835
O: 407.992.0470
olcdesigns.com

August 16th , 2025

Susan L. Lovallo, CPRP
Parks & Recreation Director
slovallo@port-orange.org
City of Port Orange
386.506.5851

RE: Agreement for Design Services Proposal
Depot Park– City of Port Orange

Dear Susan,

Thank you for the opportunity to present a proposal for design services for the Depot Park project. The project involves renovating the existing Train Depot to be transformed into an events/museum, adding a ticketing/concession and restroom building, parking, and a play structure.

Our proposal is intended to be inclusive of all design work necessary to provide the Architect of Record scope, including Architectural, Structural, MEP, Civil, Landscape, and geotechnical to complete the project. We have included a team of consultants experienced in this type of project including:

Advanced Structural Engineers for the structure.
Cabral Engineering for Mechanical, Electrical, and Plumbing.
Catalyst Design Group for civil engineering and landscape consulting.
TSF for geotechnical.

Your signature on the attached **AGREEMENT FOR DESIGN SERVICES** will authorize us to begin work.

Please advise if any aspect of our proposal could be modified to serve your needs better.

Sincerely,



Maged Elsheikh
Senior Principal, Architect
OLC
Architecture | Interiors | Aquatics

2295 S. Hiawassee Road, Suite 310
Orlando, FL 32835
E: melsheikh@olcdesigns.com
O: 407.992.0470 M: 407.342.3565

AGREEMENT FOR DESIGN SERVICES

Dated: **August 16, 2025**

Between:	**CLIENT**	And	**ARCHITECT**
	City of Port Orange 1000 City Center Circle Port Orange, FL 32129		**Ohlson Lavoie Corporation** 2295 S. Hiawassee Rd., Suite 310 Orlando, FL 32835
Contacts:	Susan L. Lovallo, CPRP Parks & Recreation Director City of Port Orange 386.506.5851 slovallo@port-orange.org		Maged Elsheikh Senior Principal, Architect D: 407.992.0472 M: 407.342.3565 melsheikh@olcdesigns.com

Project: **Depot Park renovation and addition – City of Port Orange**

Description: The project involves renovating the existing Train Depot to be transformed into an events/museum, adding a ticketing/concession and restroom building, parking, and a play structure.

Project Schedule: OLC can begin design work immediately upon your authorization to proceed.

Owner responsibility

- Provide complete information in a timely manner regarding the requirements for and limitations of the Project.
- Provide legal descriptions, and other site information necessary for OLC to provide the services listed in this agreement.

TASK1 ASSESSMENT AND DATA COLLECTION

Scope of Work: During this phase, OLC team will conduct the following tasks:

- A kick-off meeting with the City's Parks and Recs project manager to clearly define the scope and expectations. Understand the surroundings, constraints, and limitations of the site and initial budget.
- Carry out the site assessment
- Carry out the soil investigation and obtain the report

Schedule: **8 Weeks**
Fee: **$30,000**
Site visits: **1 site visit to investigate the existing condition + virtual meetings as needed.**

Reimbursable: **$1,600**

TASK2 CONSTRUCTION DOCUMENTS AND PERMITTING

Scope of Work: During this phase, OLC will conduct the following tasks:

- Produce construction-ready, bid-ready documents that include the following: -
  - Architectural.
  - Structural
  - MEP

	○ Civil. ○ Landscape and Irrigation. • City of Port Orange administrative site plan review • SJRWMD. • FDEP Water & Wastewater • Assist the GC in obtaining permits and responding to reviewers' comments. • Deliverables will be submitted for owner review in the following stages: ○ 60% Construction Document Package. ○ Did documents/ permit documents package.
Schedule: **Fee:** **Site visits:**	**12 Weeks for documentation, then submit for permitting and bidding.** **$270,000** **Virtual meetings as needed.**
Reimbursable:	**0**

TASK 3	**CONSTRUCTION ADMINISTRATION SCOPE**
Scope of Work:	During this phase, OLC will conduct the following tasks: • Respond to RFIs. • Review and approve submittals. • Attend monthly meetings with the owner and General Contractor by the architect and civil engineer representatives. • Attend bi-weekly virtual meetings between the monthly meetings. • Final Certification.
Schedule: **Fee:** **Site visits:**	**8 months for construction is included in this proposal.** **$ 48,000** **Extended construction to be charged as an additional service at $ 6,000 / month.**
Reimbursable:	**Monthly site visits and OAC meetings for architects + Bi-weekly virtual meetings for architects.** **$1,600**
Total Base Fee: **Reimbursable:**	**$348,000 only, Three Hundred and Forty Eight Thousand.** **$3,200 Only, Only three thousand and two hundred.** **Additional site visits will be charged @ $1,500 per person/ per visit.**
Additional Services:	OLC can assist the CLIENT with services beyond those indicated above and not included in this agreement at a negotiated sum or our standard hourly rates. OLC will notify the CLIENT before commencing any additional services. • Cost estimation services. • As-built drawings. • Environmental assessment.

- Construction administration services beyond 8 months, starting with general contractor Notice to Proceed. Such services will be charged at $6,000/ month or part of.

Hourly Rates: Hourly rate will be based on the rate approved in the on-call contract.

Reimbursable Expenses: CLIENT will reimburse OLC for expenses incurred in the course of delivery of these services at **1.1** times the cost. Such expenses include transportation costs, delivery services, communications, Revit BIM360 hosting, printing, plotting, reproduction, and other direct expenses.

Billing: Fees, additional services, and reimbursable expenses will be billed monthly. Payments are due and payable 30 days from the OLC's invoice date. Amounts unpaid 45 days after the invoice date shall incur a 1% monthly service charge on the outstanding balance until paid.

Other:
- The laws of the State of Florida shall apply the provisions of this agreement.
- OLC's liability for any negligent acts, errors, or omissions under this contract shall not exceed the total amount of fees incurred.
- Should CLIENT terminate this agreement for any reason, OLC shall be reimbursed for services performed to the termination date at OLC standard hourly rates or as listed above.

Authorization: By signing below, the undersigned affirm that they are authorized to enter this agreement.

CLIENT:		__/__/__	**Name:**
	See Page 4 of Task Authorization No. 4		**Title :**
	Signature	Date:	For: **City Of Port Orange**
OLC:		**08/16/2025**	**Name: Maged Elsheikh** **Senior Principal, Architect**
	Signature	Date:	For: Ohlson Lavoie Corporation

CITY OF PORT ORANGE

Agreement

RENEWAL FORM

*******THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE*******

Verify your records by providing the following information:

Name of Company/Organization: Ohlson Lavoie Corporation ("Contractor")

Name of Contact Person: Hervey R. Lavoie, President

Mailing Address: 2295 South Hiawassee Road
Suite 310, Orlando, FL 32835

E-Mail Contact Address: melsheikh@olcdesigns.com

Phone: (407) 992-0470 Fax: _____

- ☒ Standard Contract for Service CA No. 8001 (RSFQ 22-03)
- ☐ Piggyback Agreement CA No. _____
- ☐ Purchase Order No. _____

Renewal Term: From May 16, 2025 To: May 17, 2026

Contractor to Provide to City:

- ☐ Updated Bond (N/A)
- ☒ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

To be completed by the Contractor:

YES ✓ Contractor desires to renew this Agreement for another term at the same price, requirements, specifications, and conditions as provided for above.

NO ____ Contractor does not desire to renew this Agreement for another term.

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

Contractor's Authorized Representative: _____ **Date:** 03/18/2025

Signature

Please return to the City of Port Orange as follows:

Department: Engineering Department Telephone: (386) 506-5751

Contract: Julia Wiggins, Business Manager Fax: (386) 756-5370

E-Mai: **jwiggins@port-orange.org**

For City Use Only:

Department Completes the Following:

- ☒ Renewal Accepted by the Department
- ☐ Bond received by the Department ***OR*** ☒ Bond not applicable
- ☒ Insurance Certificate received by the Department ***OR*** ☐ Insurance waived by City Manager

City Manager: _____ **Date:** 4/2/25

Original Signed Form Must Be Returned to the City Clerk ***Form 13024***

CITY OF PORT ORANGE
MASTER CONTRACT
FOR ARCHITECTURAL SERVICES

This Master Contract for Architectural Services ("Contract") is entered into this 17 day of May, **2022**, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and OHLSON LAVOIE CORPORATION ("Architect"), a Colorado corporation whose principal address is 2295 South Hiawassee Road, Suite 310, Orlando, Florida 32835. The City and Architect are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Architect hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous architectural design and consulting services to provide various renovation, restoration, construction and general consulting projects, and may include preparation of design and specifications, conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction, in accordance with Consultants Competitive Negotiation Act, and as more specifically described in City of Port Orange Request for Statements of Qualifications No. 22-03 ("RFSQ 22-03") This Contract together with RFSQ 22-03, and Architect's Proposal, all of which may be referred to as the "Master Contract" and/or "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements, and the Architect's Hourly Rate Proposal as submitted by the Architect in Architect's Response; are attached hereto as Exhibit "1." A complete copy of RFSQ 22-03 is available in the Office of the City Clerk. Architect represents that they are familiar with the documents that make up the Contract, as referenced herein above.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of three (3) years (the "Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) additional one-year terms, upon review and approval of City Manager and budget appropriation.

Manner and Place: The Architect shall perform the services as outlined in each project assignment, in accordance with the Master Contract for Architectural Services as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Architect shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Architect acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. *Authorization for Services*. This Contract standing alone does not authorize the performance of any work or services to be provided by the Architect or require the City to place any orders for work or service. Authorization for performance of services by the Architect under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Architect. A sample Task Authorization is attached hereto as Exhibit "2." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other Parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

3. *City Obligations*. The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Architect under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Architect shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Architect shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Architect's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Architect and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Architect. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. *Contract Administration*. The Purchasing Manager, Jill Poolman ("Contract Administrator"), shall perform contract administration of this Master Contract. The Department Head requesting the Task Authorization under this Master Contract, shall preform the Contract Administration for their respective Task Authorization for services. For notice provisions, see the paragraph entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Architect shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Architect's negligent performance of the services furnished under this Contract.

5. *Statement if Architectural Services*. The Architect shall:

(a) Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

(b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval.

(c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.

(d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);

(e) Furnish all other Architectural services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this Contract:

(i) *Site Visits/Special Permits*. The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

(ii) *Preliminary Sketches and Opinion of Probable Construction Costs*. The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

(iii) *Working Drawings and Specifications*. After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

(iv) *Original Drawings - Final Plans*. Upon approval of final plans the Architect shall deliver to the City one set of original drawings in such medium and on such materials as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City the Architect shall deliver to the City one set of original drawings as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(v) *Revision of Final Drawings and Specifications*. The Architect shall, without additional fee, correct and revise the drawings, specifications, or other materials

furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.

(vi) *Bidding*. The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. *Responsibility of the Architect*. The Architect shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Architect under this Contract. The Architect shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. *Reuse of Documents*. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced in the performance of this Contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including drawings and specifications prepared by the Architect pursuant to this Contract are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by the City of others for any other project. Reuse for another project without written verification or adaption by Architect for the specific purpose intended will be at the City's risk. Any such verification or adaption will entitle Architect to further compensation at rates to be agreed upon by the City and Architect. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Architect.

8. *Expert Witness*. The Architect shall serve as an expert witness for the City in any legal proceedings regarding this Project if the City so requests. The expert witness fee for Architect shall be negotiated at the time the Architect is called as an expert.

9. *Modifications to Scope of Work/Change Orders*.

(a) *Change Orders*. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price of the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Architect's cost of, or time required for performance of the work hereunder, Architect shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Architect for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Architect of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the Contract. The Architect shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Architect shall not be entitled to payment for a charge for any extra work or material.

10. *Subcontractors and Outside Associates and Consultants*. Any subcontractors and outside associates or consultants required by the Architect in connection with the services covered by the Contract will be limited to such individulas or firms as are specifically identified and approved in writing by the Contract Administrator. Any

substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. *Termination*.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Architect of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Architect shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Architect under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of thee termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

a. The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the Contract has been completed, would have been required to be furnished by the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Architect shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Architect made in writing such thirty (30) days period or authorized extension thereof. Upon failure of the Architect to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him,

the amount, if any, due to the Architect by reason of the termination and shall thereupon pay to the Architect thee amount so determined.

(d) Subject to the provisions of Paragraph 11(c), the Architect and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Architect by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly and the Architect shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Architect, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Architect and the Contract Administrator to agree as provided in Paragraph 11(d), upon the whole amount to be paid to the Architect by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Architect the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the Contract for such work, less any payments previously made.:

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributed to the work and services paid or to be paid for under Paragraph 11(e)(i) hereof:

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11(b)(v) above, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11(a) above; and

c. A sum, as profit on Paragraph 11(a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the Contract is terminated because of Architect's default, the City may take over the work and services and complete the same by Contract or otherwise, and the Architect shall be liable to the City for any increased cost of the project.

12. *Examination of Records*

(a) The Architect agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Architect involving transactions related to this Contract.

(b) The Architect further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Architect involved in

transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

13. *Public Records Compliance*. The Architect shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Architect does not transfer the records to the City.

(d) Upon completion of the Contract, Architect shall transfer to the City, at no cost, all public records in possession of the Architect and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Architect does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Architect may be subject to penalties under Section 119.10, Florida Statutes.

ARCHITECT QUESTIONS RELATING TO ARCHITECT'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

14. *Termination for Non-Appropriation of Funds*.

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this Contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Architect. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

15. *Insurance* Architect shall maintain insurance, as required herein, during the life of this Contract. Architect shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Architect shall be primary and non-contributory. All insurance coverages of the Architect shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Architect's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Architect may use leased employees if the Architect ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access

the jobsite. Any Architect using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Architect shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Architect shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Architect is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Architect to ensure the subcontractors maintain the required coverage, shall not relieve the Architect of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Architect or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Architect for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Architect shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any Architect using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Architect shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements		
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Architect Pollution Liability	Limits: Coverage - $1,000,000	
☒	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $25,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**		

16. *Assignability of Contract*. Neither this Contract, nor any part hereof, may be assigned by the Architect to any other party without the express written approval of the City Council.

17. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

18. *Liability for Loss or Damage*. Architect shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Architect, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, to the extent caused by negligent performance of the Contract by Architect, his/its agents, servants and employees. Architect shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

19. *Non-discrimination*. During the performance of this Contract, Architect agrees as follows:

(a) Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Architect. Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Architect agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Architect shall state in all solicitations or advertisements for employees placed by or on behalf of Architect that Architect is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Architect shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

20. *E-Verify*. Architect shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Architect during the term of this Contract and shall expressly require any subcontractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

21. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Architect, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the City Council, Architect shall proceed diligently with the performance of this Contract in accordance with that decision.

22. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

23. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

24. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

25. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

26. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5718

Contractor:
Ohlson Lavoie Corporation
Attention: Hervey R. Lavoie, President
2295 South Hiawassee Road
Suite 310
Orlando, Florida 32835
(407) 992-0470 – Telephone
melsheikh@olcdesigns.com

400 Santa Fe Drive
Denver, Colorado 80204

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

27. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-

in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

28. *Waiver of Breach and Materiality* Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

29. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Architect and the City until the City signs this Agreement.

30. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: Sam. Elsheikh

Printed Name: Maged Elsheikh

OHLSON LAVOIE CORPORATION

By: Hervey R. Lavoie, President

Title:

If this Agreement is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into Agreements on behalf of the corporation.

Date: 4/30/2022

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ___ physical presence or ✓ online notarization, this 2 day of May, 2022, by Hervey R. Lavoie, as President of Ohlson Lavoie Corporation, a Colorado corporation. He or she is ✓ personally known or ___ produced _____ as identification.

Victoria Greiner
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Victoria Greiner
My Commission
HH 229352
Exp. 2/15/2026

Witnesses:

CITY OF PORT ORANGE

Printed Name: Matt Jones

By: _____
Donald O. Burnette, Mayor

Printed Name: Jamie Miller

Date: 5/17/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ____ online notarization, this 17 day of May, 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ✓ personally known or ____ produced _____ as identification.

MATTHEW J. JONES
Commission # GG 931831
Expires January 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: Tracee Cody

By: Shelly Field for
Robin L. Fenwick, MMC, City Clerk

Printed Name: Lorie Harris

Date: 5/17/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ____ online notarization, this 17 day of May, 2022, by Shelby Field, as Asst. City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ✓ personally known or ____ produced _____ as identification.

TRACEE CODY
Commission # HH 263572
Expires May 11, 2026

_____
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 7788]

EXHIBIT "1"

RFSQ 22-03 Section 3 and Architect's Quote

Consisting of 4 Pages

Architecture | Interiors | Aquatics

2295 S. Hiawassee Road, Suite 310

Orlando, FL 32835

407.992.0470

olcdesigns.com

April 22nd, 2022

City of Port Orange
Purchasing Division
Jennifer Cox, Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129

RE: RFSQ #22-03 Professional Architectural Services

Dear Jennifer and Selection Committee Members:

In response to your request to provide a fee schedule of rates for the services to be provided under the continuing architectural services as described in RFSQ 22-03.
OLC recommends the use of The Florida Department of Management Services Variable Fee Guide Calculator For AE Services which we are using for similar on-call and other municipal work projects.

The percentage would vary slightly based on the cost of the project and complexity which gives a fair compensation for both the AOR and the City of Port Orange.
https://www.dms.myflorida.com/business_operations/real_estate_development_and_management/building_construction/forms_and_documents/design_professional_fee_guidelines/fee_guide_calculator_for_ae_services

for items that falls outside the Basic services included in the fee schedule above, we will provide a fee for each service based on our hourly rate as follows:

Senior Principal	**$225**	per hour	Senior Interior Designer	**$150**	per hour
Principal	**$150**	per hour	Junior Interior Designer	**$90**	per hour
Senior Architect	**$125**	per hour	Graphic Designer	**$75**	per hour
Architect	**$100**	per hour	Graphic Support	**$50**	per hour
Architectural Intern	**$90**	per hour	Administrative	**$75**	per hour

Reimbursable Expenses: The owner will reimburse OLC for expenses incurred in the course of delivery of these services at 1.10 times the cost. Such expenses include transportation costs, delivery services, communication, printing, plotting, reproduction, and other direct expenses.

Thank you for your consideration; we look forward to being part of your team.

Sincerely,

Maged Elsheikh, Principal-in-Charge
OLC (Ohlson Lavoie Corporation)
2295 S. Hiawassee Road, Suite 310
Orlando, Florida 32835
P: 407.992.0470 C: 407.342.3565
E: melsheikh@olcdesigns.com

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

PROJECT DESCRIPTION:

The purpose of this RFSQ is to establish a master agreement for Professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA"). Services for projects may include conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Architect. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

GENERAL INFORMATION:

Sub-consultants

The City of Port Orange reserves the right to approve all sub-consultants for this contract. If sub-consultants are to be utilized, their names and references must be included within this initial statement. Responsibility for the performance of the contract remains with the main Consultant exclusively. Sub-consultants may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange.

Qualifications

The proposer must have architects or other professional personnel that are registered and licensed in the State of Florida, qualified inspectors, financial advisors or other personnel as required to perform the duties necessary to complete the various services for this project.

Anticipated Services Awarded

The firms will submit a detailed scope of services for consideration during negotiations for individual Task Authorizations under the continuing service contract. The negotiated scope of services for the specified project(s) may include, but may not be limited to, the scope of work discussed above.

Compensation

After a final ranking of all statements received has been decided, the City will begin negotiations with the top ranked firms for a master contract and pricing, per the Consultant's Competitive Negotiations Act requirements.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

Progress payments may be requested monthly. All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the Consultant's billing shall be provided.

The City's normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out of scope services shall be provided or compensated in the absence of prior, written authorization in the form of a supplemental Contract and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

ARCHITECTURAL SERVICES:

1. Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, technical specifications and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

2. Prepare time scaled diagrams showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;

3. During construction bidding, provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.

4. Furnish consultation and advice as requested by the City during the construction of a project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached to the Task Authorization);

5. Furnish all other Architectural services included without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to the Master Agreement Contract:

   (a) Site Visits/Special Permits: The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

   (b) Preliminary Sketches and Opinion of Probable Construction Costs: The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. A preliminary opinion of probable construction costs shall be prepared based on the preliminary sketch or plan.

   (c) Working Drawings and Specifications: After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule provided with a Task Authorization. A typical design schedule would include 30%, 60% and 90% drawings unless otherwise indicated on the Task Authorization. Working drawings and specification shall be revised as necessary to meet the requirements of permitting and regulatory agencies and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by permitting and regulatory agencies and the Contract Administrator.

   (d) Original Drawings – Final Plans: Upon approval of final plans the Architect shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Architect shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(e) Revision of Final Drawings and Specifications: The Architect shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.

(f) Bidding: The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.

(g) Reuse of Documents: The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced for a project in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City.

(h) Expert Witness: The Architect shall serve as an expert witness for the City in any legal proceedings regarding a project under this Contract if the City so requests. The expert witness fee for the Architect shall be negotiated at the time the Architect is called as an expert.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Example Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. ____
Master Contract for Architectural Services dated _____
Between the City of Port Orange, Florida and Ohlson Lavoie Corporation

THIS Task Authorization is entered into by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and OHLSON LAVOIE CORPORATION, a Colorado corporation withits principal place of business at 2295 South Hiawassee Road, Suite 310, Orlando, Florida 32835 ("Architect"), and hereinafter collectivelyreferred to as the "Parties," and is to that certain Master Contract relating to Professional Architectural Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Architect shall provide services relating to _____ as more particularly described in the Scope of Servicesattached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Architect shall complete the services to be provided herein within ____ days of the date of written notice by the City to the Architect.

4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed $_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth- in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has

disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Architect and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

Printed Name: Maged Elsheikh

Printed Name: Sam Elsheikh

OHLSON LAVOIE CORPORATION

By: _____
Hervey R. Lavoie, President

Date: 4/30/2022

Witnesses:

CITY OF PORT ORANGE

_____

Printed Name:_____

By:_____

Wayne Clark, City Manager ***OR*** Donald O. Burnette, Mayor

_____

Printed Name:_____

Date:_____

Witnesses:

ATTEST:

_____

Printed Name:_____

By:_____

Robin L. Fenwick, MMC, City Clerk

_____

Printed Name:_____

Date:_____

2295 S. Hiawassee Rd., Suite 310
Orlando, FL 32835
O: 407.992.0470
olcdesigns.com

August 16th , 2025

Susan L. Lovallo, CPRP
Parks & Recreation Director
slovallo@port-orange.org
City of Port Orange
386.506.5851

RE: Agreement for Design Services Proposal
Depot Park– City of Port Orange

Dear Susan,

Thank you for the opportunity to present a proposal for design services for the Depot Park project. The project involves renovating the existing Train Depot to be transformed into an events/museum, adding a ticketing/concession and restroom building, parking, and a play structure.

Our proposal is intended to be inclusive of all design work necessary to provide the Architect of Record scope, including Architectural, Structural, MEP, Civil, Landscape, and geotechnical to complete the project. We have included a team of consultants experienced in this type of project including:

Advanced Structural Engineers for the structure.
Cabral Engineering for Mechanical, Electrical, and Plumbing.
Catalyst Design Group for civil engineering and landscape consulting.
TSF for geotechnical.

Your signature on the attached **AGREEMENT FOR DESIGN SERVICES** will authorize us to begin work.

Please advise if any aspect of our proposal could be modified to serve your needs better.

Sincerely,



Maged Elsheikh
Senior Principal, Architect
OLC
Architecture | Interiors | Aquatics

2295 S. Hiawassee Road, Suite 310
Orlando, FL 32835
E: melsheikh@olcdesigns.com
O: 407.992.0470 M: 407.342.3565

AGREEMENT FOR DESIGN SERVICES

Dated: **August 16, 2025**

Between:	**CLIENT**	And	**ARCHITECT**
	City of Port Orange 1000 City Center Circle Port Orange, FL 32129		**Ohlson Lavoie Corporation** 2295 S. Hiawassee Rd., Suite 310 Orlando, FL 32835
Contacts:	Susan L. Lovallo, CPRP Parks & Recreation Director City of Port Orange 386.506.5851 slovallo@port-orange.org		Maged Elsheikh Senior Principal, Architect D: 407.992.0472 M: 407.342.3565 melsheikh@olcdesigns.com

Project: **Depot Park renovation and addition – City of Port Orange**

Description: The project involves renovating the existing Train Depot to be transformed into an events/museum, adding a ticketing/concession and restroom building, parking, and a play structure.

Project Schedule: OLC can begin design work immediately upon your authorization to proceed.

Owner responsibility

- Provide complete information in a timely manner regarding the requirements for and limitations of the Project.
- Provide legal descriptions, and other site information necessary for OLC to provide the services listed in this agreement.

TASK1 ASSESSMENT AND DATA COLLECTION

Scope of Work: During this phase, OLC team will conduct the following tasks:

- A kick-off meeting with the City's Parks and Recs project manager to clearly define the scope and expectations. Understand the surroundings, constraints, and limitations of the site and initial budget.
- Carry out the site assessment
- Carry out the soil investigation and obtain the report

Schedule: **8 Weeks**
Fee: **$30,000**
Site visits: **1 site visit to investigate the existing condition + virtual meetings as needed.**

Reimbursable: **$1,600**

TASK2 CONSTRUCTION DOCUMENTS AND PERMITTING

Scope of Work: During this phase, OLC will conduct the following tasks:

- Produce construction-ready, bid-ready documents that include the following: -
  - Architectural.
  - Structural
  - MEP

	○ Civil. ○ Landscape and Irrigation. • City of Port Orange administrative site plan review • SJRWMD. • FDEP Water & Wastewater • Assist the GC in obtaining permits and responding to reviewers' comments. • Deliverables will be submitted for owner review in the following stages: ○ 60% Construction Document Package. ○ Did documents/ permit documents package.
Schedule: **Fee:** **Site visits:**	**12 Weeks for documentation, then submit for permitting and bidding.** **$270,000** **Virtual meetings as needed.**
Reimbursable:	**0**

TASK 3	**CONSTRUCTION ADMINISTRATION SCOPE**
Scope of Work:	During this phase, OLC will conduct the following tasks: • Respond to RFIs. • Review and approve submittals. • Attend monthly meetings with the owner and General Contractor by the architect and civil engineer representatives. • Attend bi-weekly virtual meetings between the monthly meetings. • Final Certification.
Schedule: **Fee:** **Site visits:**	**8 months for construction is included in this proposal.** **$ 48,000** **Extended construction to be charged as an additional service at $ 6,000 / month.**
Reimbursable:	**Monthly site visits and OAC meetings for architects + Bi-weekly virtual meetings for architects.** **$1,600**
Total Base Fee: **Reimbursable:**	**$348,000 only, Three Hundred and Forty Eight Thousand.** **$3,200 Only, Only three thousand and two hundred.** **Additional site visits will be charged @ $1,500 per person/ per visit.**
Additional Services:	OLC can assist the CLIENT with services beyond those indicated above and not included in this agreement at a negotiated sum or our standard hourly rates. OLC will notify the CLIENT before commencing any additional services. • Cost estimation services. • As-built drawings. • Environmental assessment.

- Construction administration services beyond 8 months, starting with general contractor Notice to Proceed. Such services will be charged at $6,000/ month or part of.

Hourly Rates: Hourly rate will be based on the rate approved in the on-call contract.

Reimbursable Expenses: CLIENT will reimburse OLC for expenses incurred in the course of delivery of these services at **1.1** times the cost. Such expenses include transportation costs, delivery services, communications, Revit BIM360 hosting, printing, plotting, reproduction, and other direct expenses.

Billing: Fees, additional services, and reimbursable expenses will be billed monthly. Payments are due and payable 30 days from the OLC's invoice date. Amounts unpaid 45 days after the invoice date shall incur a 1% monthly service charge on the outstanding balance until paid.

Other:
- The laws of the State of Florida shall apply the provisions of this agreement.
- OLC's liability for any negligent acts, errors, or omissions under this contract shall not exceed the total amount of fees incurred.
- Should CLIENT terminate this agreement for any reason, OLC shall be reimbursed for services performed to the termination date at OLC standard hourly rates or as listed above.

Authorization: By signing below, the undersigned affirm that they are authorized to enter this agreement.

CLIENT:		__/__/__	**Name:** **Title :**
	Signature	Date:	For: **City Of Port Orange**
OLC:		**08/16/2025**	**Name: Maged Elsheikh** **Senior Principal, Architect**
	Signature	Date:	For: Ohlson Lavoie Corporation

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

SUBJECT: (B6d) Approval of Change Order #1 to Task Authorization #2 to Paul Culver Construction for Remediation of the REC Building

DEPARTMENT: Parks & Recreation

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order #1 to Task Authorization #2 to Paul Culver Construction, Inc. for a revised amount not to exceed $199,000, and authorize the Mayor and City Clerk to sign the necessary documents.

SUMMARY: Staff is requesting Council approval of Change Order No. 1 to Task Authorization No. 2 with Paul Culver Construction to make repairs at the REC.

During Hurricane Milton, multiple areas of the REC started leaking. Staff hired Nova Engineering to conduct a forensic envelope study to review the building plans and check for any deficiencies in the structure that could be responsible for the water intrusion. The report outlines the causes of the leaks and provides recommendations, including adjustments to windows, the roof, drains, flashing, sealant and exterior cladding. The initial work was awarded by the Council on June 1, 2025.

However, once remediation started, the contractor found additional deficiencies in the building, causing leakage. Many of these deficiencies can be attributed to the construction issues with the contractor during the REC remodel and expansion project. The department is requesting an additional $101,000 to remove the storefront windows, install them correctly and then patch the stucco and paint, as well as repairs to the roof membrane where it is failing. Funding for this work will come from the Recreation Facilities fund (106) and will be supplemented with existing funds in the FY 25 budget.

Change Order No. 1 to Task Authorization No. 2 will bring the total price for REC repairs to not exceed $199,000.00.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Paul Culver Construction, Inc. Change Order No. 1 to Task Authorizon No. 2	Paul Culver Construction, Inc. Change Order No. 1 to Task Authorizon No. 2.pdf
2.	Paul Culver Construction, Inc. Task	Paul Culver Construction, Inc. Task

	Authorization No. 2 - Remediation of REC Building	Authorization No. 2 - Remediation of REC Building.pdf
3.	PORT ORANGE_RECREATIONAL CENTER REPAIRS_REVISED PCC PROPOSAL_08.13.2025	PORT ORANGE_RECREATIONAL CENTER REPAIRS_REVISED PCC PROPOSAL_08.13.2025.pdf
4.	Paul Culver Construction contract	Paul Culver Construction contract.pdf
5.	Notice to Proceed - REC RemediationPCC	Notice to Proceed - REC RemediationPCC.pdf

Jennifer Cox	Created/Initiated - 08/22/2025
Susan Lovallo	Approved - 08/22/2025
Linda Truitt	Approved - 08/22/2025
Matthew Jones	Approved - 09/05/2025
Wayne Clark	Final Approval - 09/08/2025

CHANGE ORDER NO. 1
To Task Authorization #2 - Remediation of REC Building
RFP 24-10 General Contracting Services for Small Projects (CA8361)
PAUL CULVER CONSTRUCTION, INC., Contractor

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $98,000	Original Contract Times: Substantial Completion: 120 days (NTP Issued August 11, 2025)
Net changes from previous Change Order: No. : N/A	Changes in contract time from previous Change Orders: No. : N/A days
Contract Price prior to this Change Order: $98,000	Contract Completion Date prior to this Change Order: December 9, 2025
Net Increase (decrease) of this Change Order: No. 1 $101,000	Changes in contract time requested this Change Order: No. 1 120 days
Contract Price with all approved Change Orders: $199,000	Contract Times with all approved Change Orders: Final Completion: April 8, 2026

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under Task Authorization #2 – Remediation of REC Building, RFP 24-10 General Contracting Services for Small Projects (CA8361) entered into by and between the parties on August 5, 2024.

II. REQUIRED CHANGES: Change Order is necessary due to multiple deficiencies discovered once work began. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: Additional deficiencies not included in the envelope study were found once work had begun.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Change Order #2 – Remediation of the REC, RFP 24-01 General Contracting Services for Small Project (CA8361). Subject to a limit up to but not to exceed $101,000; revised amount of $199,000. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:	ACCEPTED BY:
Department Project Manager	Paul Culver Construction, Inc.
By:_____ Susan Lovallo, Parks & Recreation Director	By:_____ Paul K. Culver, President
Date Signed:_____	Date Signed:_____
RECOMMENDED BY: **N/A** City's Representative	RECOMMENDED BY: **N/A** Engineer of Record
By:_____ Printed Name:_____ Title:_____	By:_____ Printed Name:_____ Title:_____
Date Signed:_____	Date Signed:_____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By:_____
Susan Lovallo, Parks & Recreation Director

Date Signed:_____

City Manager

By:_____
Wayne Clark, City Manager

Date Signed:_____

If Council approval is required:

By:_____
Scott Stiltner, Mayor

Date Signed:_____

Affirmed:

_____
Robin L. Fenwick, MMC, City Clerk

Date Signed:_____

TASK AUTHORIZATION NO. 2
Standard Contract for Services
for General Contracting Services for Small Projects
dated March 5, 2024,
Between the City of Port Orange, Florida and Paul Culver Construction, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Paul Culver Construction, INC.**, Florida corporation, with its principal place of business at 201 Osceola Avenue, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide remediation of the REC Building, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Contractor shall complete the services to be provided herein no later than **120 days** from the date of issuance of a written Notice to Proceed by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," attached hereto and made a part hereof, subject to a limit not to exceed **$98,000.00.** All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City, until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

PAUL CULVER CONSTRUCTION, INC.

_____ By: _____

Printed Name: _____ Paul K. Culver, President

_____ Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Contractor's Quote

Consisting of 2 Pages

PAUL CULVER CONSTRUCTION, INC.
QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

April 3, 2025

Mr. Joshua Long
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

Jlong@portorange.org

RE: Port Orange Recreational Center – Remediation Recommendations

Dear Josh:

Thank you for extending the opportunity to Paul Culver Construction, Inc. to work with you, completing the referenced project. We have reviewed the Forensic Building Enclosure Assessment by Nova Engineering & Environmental and are pleased to submit the following Proposal to provide all Labor, Material, Equipment, Tools, Taxes & Insurance necessary to complete the itemized list of work below for a lump sum price of **NINETY-EIGHT THOUSAND DOLLARS & 00/100's ($98,000.00)** as follows:

GENERAL CONDITIONS **$ 10,615**

- Supervision
- General Liability & Workers Compensation Insurance
- Equipment & Tools
- Site Safety/PPE/First Aid
- Dumpsters & Portolets
- Daily & Final Cean-Up

GENERAL REMEDIATION **$ 74,450**

- Complete Performance of drainage assessment associated with roof systems to eliminate standing water conditions on roof sections.
- Clean stained and remove debris situated on roofing surfaces (single-ply membrane and metal roof panels).
- Remove and replace deteriorated/missing/voids at building component transitions, window perimeter sealant joints, roof penetrations, and sealant joint transitions between exterior walls and concrete flatwork.
- Remediate sealant joints where cohesive and adhesive failures are occurring, incomplete joints, and missing/separated conditions exist.
- Seal through wall penetrations with missing or deteriorated sealant throughout the elevations.
- Apply sealant joints at wood fascia transitions behind gutter systems.
- Remediate storefront and fixed window assemblies with negative sloped sill flashing details, voids beneath sill flashing at transitions to stucco cladding, and openings at corner transitions.
- Remediate crack formations and damaged exterior cladding conditions throughout elevations as well as applying sealant joint details at unsealed stucco stop transitions.
- Repair damaged gutter systems to alleviate stormwater dripping onto roof systems.
- Repair damaged gooseneck HVAC conduit housing and remediate sealant joints with voids.
- Remediate areas of exterior cladding observed with openings/voids potentially allowing for water intrusion points of origin as well as sealing open transitions.
- Remediate single-ply roof membrane deficient conditions including unadhered patches, blisters, wrinkles, "fish mouths", and unadhered membrane associated with parapet walls.

J. Long
04/03/2025
Page 2

- Remediate metal coping cap conditions with negative sloping that are retaining water.
- Remove and replace oversized equipment curb covers and make conditions watertight.
- Resecure anchor fasteners and seal brackets associated with downspout systems.
- Resecure and seal light fixtures to alleviate water intrusion and exposed wiring.
- Remediate blistered/peeled paint conditions prior to cleaning and painting building.
- Remove and replace withdrawn fasteners.
- Remediate areas of separated roof membrane transitions to adjacent construction.

Sub-Total:	**$ 85,065**
Overhead & Profit:	**$ 12,935**
Grand Total:	**$ 98,000**

We appreciate the opportunity to submit this proposal and look forward to working with you.

PAUL CULVER CONSTRUCTION, INC.

Kevin B. Flynn

Kevin B. Flynn
Project Manager

PAUL CULVER CONSTRUCTION, INC.
QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

August 13, 2025 **REVISED**

Mr. Joshua Long
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

Jlong@portorange.org

RE: Port Orange Recreational Center – Remediation

Dear Josh:

We have reviewed the Forensic Building Enclosure Assessment by Nova Engineering & Environmental and are pleased to submit this Revised Proposal to provide all Labor, Material, Equipment, Tools, Taxes & Insurance necessary to complete the itemized list of work below for a lump sum price of **ONE HUNDRED NINETY-NINE THOUSAND DOLLARS & 00/100's ($199,000.00)** as follows:

GENERAL CONDITIONS **$ 24,000**

- Supervision & Project Management
- General Liability & Workers Compensation Insurance
- Equipment & Tools
- Site Safety/PPE/First Aid
- Dumpsters & Portolets
- Daily & Final Cean-Up

DRYWALL, STUCCO & PAINTING **$ 54,000**

- Remove & repair stucco and drywall from around (14) existing Aluminum Storefront Windows as required so the Windows can be removed and reinstalled properly.
- Remove and repair existing Stucco System on the existing façade so that the façade can be repainted.
- Complete painting of repair areas to match existing.

THERMAL & MOISTURE PROTECTION **$ 30,225**

- Clean/ pressure wash stains from single ply membrane.
- Clean existing drains from debris and vegetation.
- Fabricate and install fascia metal behind gutters as needed.
- Remove and dispose of existing seamed gutters.
- Fabricate and install new seamless box gutters as needed.
- Remove and reinstall loose downspout hangers with longer fasteners.
- Clean and remove deteriorated sealant and apply new sealant to top of FiberTite boots as needed.
- Inspect, clean and remove deteriorated sealant throughout metal to stucco transitions as needed
- Test/ patch single ply membrane areas around scuppers as needed
- Seal joints where cohesive and adhesive failures are occurring, incomplete joints, and missing/ separated conditions exist.
- Complete caulking at numerous locations as required.
- **NOTE:** Per the FiberTite rep that Tom Jackomis and Jason Bauer met with at the City Center Recreational Building, re-adhering the membrane to the walls is not affecting the integrity of the roof. Re-adhering the membrane to the parapet walls will result in a substantially greater expense in materials and labor and is not included in this proposal.

J. Long
08/13/2025
Page 2

ALUMINUM STOREFRONT WINDOWS & GLAZING **$ 71,000**

- Remove (14) Existing Storefront Windows & Glazing.
- Install New Break Metal Sill Extensions.
- Install New Standard Extruded Sill Pans.
- Re-Install Original Storefront Framing & Glazing.
  QUANTITIES:
  - Art Haus:
    - Northwest Elevation:
      - 6 Openings – 1st Floor
    - South Elevation:
      - 3 Openings – 2nd Floor
  - Rec Center:
    - North Elevation:
      - 4 Openings – 1st Floor
    - West Elevation:
      - 1 Opening – 2nd Floor

HVAC **$ 1,200**

- Remove and replace oversized equipment curb covers and make conditions watertight.
- Repair damaged gooseneck HVAC conduit housing and remediate sealant joints.

ELECTRICAL **$ 900**

- Resecure and seal light fixtures to alleviate water intrusion and exposed wiring.

Sub-Total:	**$181,325**
Overhead & Profit:	**$ 17,675**
Grand Total:	**$199,000**

We appreciate the opportunity to submit this proposal and look forward to working with you.

PAUL CULVER CONSTRUCTION, INC.

Kevin B. Flynn

Kevin B. Flynn
Project Manager

ADD ALTERNATE #01:

ALUMINUM STOREFRONT WINDOWS & GLAZING **$ 67,760**

- Remove (16) additional Existing Storefront Windows & Glazing.
- Install New Break Metal Sill Extensions.
- Install New Standard Extruded Sill Pans.
- Re-Install Original Storefront Framing & Glazing.
- Remove & repair stucco and drywall from around the (16) additional Aluminum Storefront Windows ready for paint.
- Complete painting of repair areas to match existing.

ADD ALTERNATE #02: **$ 35,000**

- Owner's Contingency for unforeseen conditions.

A&W CONSTRUCTION Services, Inc.
CBC045151
P.O. BOX 11377 • Daytona Beach, FL 32117-1377 • 386/274-1515 • fax: 386/274-1818

DATE: August 12, 2025

CONTRACTOR: Paul Culver Construction **JOB: Port Orange Rec Center**

ATT: Kevin

1. Remove and replace stucco and drywall from around windows as required so the windows can be removed and reinstalled properly.

   Budget Price per Window: $ 1,000.00

2. Remove and replace/repair stucco system on the existing facade. The price is based on 3 men x 10 hours per day for 10 days + lift scaffold rental + materials.

   Budget Price: $ 24,000.00

General conditions.
Assumed normal daytime working hours.

TEMPORARY UTILITIES AND DUMPSTER PROVIDED BY Culver Construction.

RUSSELL P. WITTENBERG

DDR Quality Roofing & Sheet Metal
Get the Quality you Expect from a Professional!

1650 North State Street
T: 386-437-7700
F: 386-437-7701

Date: 7-21-2025

Attention: Kevin – Paul Culver Construction

Subject: Port Orange City Center Recreation Repairs- 4655 City Center Circle, Port Orange, Fl.



Kevin,

Thank you for choosing DDR Quality Roofing & Sheet Metal to bid on the roof project located above.

Here are just a few examples of the many qualities that make DDR Quality Roofing & Sheet Metal different from other roofing contractors:

- We are GAF certified Installer
- We are a Carlisle Syntec certified installer.
- We are State Licensed and Insured.
- We are a Petersen/ PAC CLAD Applicator.
- We are a Berridge Applicator.
- Visit us at https://www.qrsmi.com/

Port Orange Recreational Center Roof System Repairs

1. Clean/ pressure wash stains from single ply membrane.
2. Clean existing drains from debris and vegetation.
3. Fabricate and install fascia metal behind gutters as needed.
4. Remove and dispose of existing seamed gutters.
5. Fabricate and install new seamless box gutters as needed.
6. Remove and reinstall loose downspout hangers with longer fasteners.
7. Clean and remove deteriorated sealant and apply new sealant to top of FiberTite boots as needed.
8. Inspect, clean and remove deteriorated sealant throughout metal to stucco transitions as needed
9. Test/ patch single ply membrane areas around scuppers as needed

Warranty:

1. DDR, will supply a 5-year labor warranty upon completion of work

Our Price: $ 16,225.00

The above prices and scope of work are satisfactory and DDR Quality Roofing & Sheet Metal is hereby authorized to do the work as set forth above and in accordance with the terms and conditions; payments will be made as outlined to the left. Any variations or alterations, including special/premium color choices, may result in a price change. Due to current market conditions, pricing is subject to change within 30 days based on unforeseen material or freight increases.

*Accepted By:*_____ *Date*____

Please feel free to contact us at any time with any questions

Please feel free to contact us at any time with any questions that you may have.
Thank you very much and we hope that we can earn your business.
Best Regards,

Jason Bauer
Office- 386-437-7700
Senior Estimator
1650 North State Street
Bunnell, Florida 32110

Alpha Omega Glass and Mirror, LLC
151 Carswell Avenue · Daytona Beach, Florida 32117
PHONE (386) 239-9521 · FAX (386) 238-6066
www.alphaomegaglass.com

QUOTE #:	25-1207-02
DATE:	07-21-2025

Subject: **Proposal for Removal and Re-installation of Storefront Windows**

Project: **City of Port Orange ArtHaus and Recreation Center**

This quotation is provided for your review and consideration. It is based on our interpretation of the bid documents detailed herein. Any deviation will result in revised pricing.

- **Constraints on Proposal**
  - Project Documents:
    - No Plans, Specs, or Design Pressures Received
    - Forensic Building Enclosure Assessment dated January 31, 2025
  - The following items are Specifically Excluded:
    - Building Permit
    - Board-up of openings
    - Repairs to Finishes
    - Mock-ups, Special Samples, NFRC Testing, Shop Drawings, P.E. Licensed Stamps, Structural Calculations, Engineering, Protective/Strippable Coatings, Special or Field Testing, Trims, Stucco/concrete/drywall/paint/wallpaper/ trim/flooring repairs required prior to or as a result of this scope of work, Structural Repairs or Modifications, Insurance in excess of Florida Statutory requirements, Final Cleaning. Anything not specifically spelled out in this proposal.
  - Work to be completed during normal business hours. Mon-Fri, 7:00 am to 3:30 pm.
  - Quote based on Re-using and Re-installing existing framing and glazing.
    - This proposal is based on a good faith assumption that the existing products were sourced and installed in compliance with the plans, specifications and FL Product Approvals in place at the time of construction.
  - Existing Frames & Glazing to be Re-Used. Any product that has to be replaced for ANY REASON, including damage resulting directly from the completion of this scope of work, will be Quoted as an ADD.
    - Replacement of Extruded Sill Pans is Included in this proposal.
  - Interior Dry Wall Returns to be cut away By Others prior to mobilization.
  - Opening repairs required prior or as a result of this scope of work to be completed By Others.
  - While effort will be made to remove the existing framing and glazing in a manner that can be re-installed, there is a possibility of accidental glass breakage or frame damage during removal.
  - Not Responsible for Existing Scratches on Glass or Framing.
  - All repairs to the finishes are not included in this scope of work and must be completed By Others.
  - Bushes/plants are currently obstructing access to all 7 windows on the 1st Floor, West Elevation. Bushes/plants will need to be trimmed prior to mobilization.
  - There is a possibility that the landscaping/bushes/plants may be damaged during scope of work. Repairs/replacement to be completed By Others.
- **Scope of Work**
  - Remove Existing Storefront Windows & Glazing
  - Install New Break Metal Sill Extensions
  - Install New Standard Extruded Sill Pans
  - Re-Install Original Storefront Framing & Glazing

- **Product**
  - Existing
- **Color/Finish**
  - Aluminum Framing: Clear Anodized
  - Exterior Glass: Existing
- **Quantities**
  - **ArtHaus:**
    - Northwest Elevation:
      - 6@ Openings – 1st Floor
    - South Elevation:
      - 3@ Openings – 2nd Floor
  - **Rec Center:**
    - North Elevation:
      - 4@ Openings – 1st Floor
    - West Elevation:
      - 1@ Opening – 2nd Floor

The following items are specifically excluded from this estimate: Permits, Mock-ups, Special Samples, NFRC Testing, Shop Drawings, P.E. Licensed Stamps, Structural Calculations, Engineering, Protective/Strippable Coatings, Air Barriers, Applied Water Proofing, Special or Field Testing, Trims, Stucco/concrete/drywall/paint/ wallpaper/window-treatment/trim/flooring repairs required prior to or as a result of this scope of work, Board-Up, Removal/Installation of Window Treatments, Louvers, Hurricane protection for non-impact framing, Structural Repairs or Modifications, Insurance in excess of Florida Statutory requirements, Final Cleaning. Anything not specifically spelled out in this proposal.

Terms and Conditions: Net 30. This quotation is valid for 30 days. Acceptance of this offer shall constitute an order and contract for the purchase of the items described herein. Payments made after the agreed term are subject to a Finance Charge of 1-1/2% per month or 18% Annual Percentage Rate. In the event it shall become necessary for Alpha Omega Glass, LLC. to enforce any of the provisions of this agreement, the purchaser agrees to pay all costs and expenses associated with such enforcement including without limitation, reasonable attorney's fees, court costs, and appellate costs. Venue shall be in Volusia County, FL.

Base Proposal: $71,000.00 Lump Sum Proposal, Sales Tax Included where required

Thank you,

Brittany Revenaugh
Estimator / Project Manager
Alpha Omega Glass and Mirror, LLC.

Proposal Accepted and Approved to Proceed by:

Signature: _____
Print: _____
Title: _____ Date: _____

Alpha Omega Glass and Mirror, LLC
151 Carswell Avenue · Daytona Beach, Florida 32117
PHONE (386) 239-9521 · FAX (386) 238-6066
www.alphaomegaglass.com

QUOTE #:	25-1207-01
DATE:	07-21-2025

Subject: **Proposal for Removal and Re-installation of Storefront Windows**

Project: **City of Port Orange ArtHaus and Recreation Center**

This quotation is provided for your review and consideration. It is based on our interpretation of the bid documents detailed herein. Any deviation will result in revised pricing.

- **Constraints on Proposal**
  - Project Documents:
    - No Plans, Specs, or Design Pressures Received
    - Forensic Building Enclosure Assessment dated January 31, 2025
  - The following items are Specifically Excluded:
    - Building Permit
    - Board-up of openings
    - Repairs to Finishes
    - Mock-ups, Special Samples, NFRC Testing, Shop Drawings, P.E. Licensed Stamps, Structural Calculations, Engineering, Protective/Strippable Coatings, Special or Field Testing, Trims, Stucco/concrete/drywall/paint/wallpaper/ trim/flooring repairs required prior to or as a result of this scope of work, Structural Repairs or Modifications, Insurance in excess of Florida Statutory requirements, Final Cleaning. Anything not specifically spelled out in this proposal.
  - Work to be completed during normal business hours. Mon-Fri, 7:00 am to 3:30 pm.
  - Quote based on Re-using and Re-installing existing framing and glazing.
    - This proposal is based on a good faith assumption that the existing products were sourced and installed in compliance with the plans, specifications and FL Product Approvals in place at the time of construction.
  - Existing Frames & Glazing to be Re-Used. Any product that has to be replaced for ANY REASON, including damage resulting directly from the completion of this scope of work, will be Quoted as an ADD.
    - Replacement of Extruded Sill Pans is Included in this proposal.
  - Interior Dry Wall Returns to be cut away By Others prior to mobilization.
  - Opening repairs required prior or as a result of this scope of work to be completed By Others.
  - While effort will be made to remove the existing framing and glazing in a manner that can be re-installed, there is a possibility of accidental glass breakage or frame damage during removal.
  - Not Responsible for Existing Scratches on Glass or Framing.
  - All repairs to the finishes are not included in this scope of work and must be completed By Others.
  - Bushes/plants are currently obstructing access to all 7 windows on the 1st Floor, West Elevation. Bushes/plants will need to be trimmed prior to mobilization.
  - There is a possibility that the landscaping/bushes/plants may be damaged during scope of work. Repairs/replacement to be completed By Others.
- **Scope of Work**
  - Remove Existing Storefront Windows & Glazing
  - Install New Break Metal Sill Extensions
  - Install New Standard Extruded Sill Pans
  - Re-Install Original Storefront Framing & Glazing

- **Product**
  - Existing
- **Color/Finish**
  - Aluminum Framing: Clear Anodized
  - Exterior Glass: Existing
- **Quantities**
  - **ArtHaus:**
    - North Elevation:
      - 6@ Openings – 1st Floor
      - 2@ Openings – 2nd Floor
    - West Elevation:
      - 7@ Openings – 1st Floor
      - 6@ Openings – 2nd Floor
    - South Elevation:
      - 3@ Openings – 2nd Floor
    - East Elevation:
      - None@ Openings
  - **Rec Center:**
    - North Elevation:
      - 4@ Openings – 1st Floor
      - 1@ Opening – 2nd Floor
    - West Elevation:
      - 1@ Opening – 2nd Floor
    - South Elevation:
      - None@ Openings
    - East Elevation:
      - None@ Openings

The following items are specifically excluded from this estimate: Permits, Mock-ups, Special Samples, NFRC Testing, Shop Drawings, P.E. Licensed Stamps, Structural Calculations, Engineering, Protective/Strippable Coatings, Air Barriers, Applied Water Proofing, Special or Field Testing, Trims, Stucco/concrete/drywall/paint/ wallpaper/window-treatment/trim/flooring repairs required prior to or as a result of this scope of work, Board-Up, Removal/Installation of Window Treatments, Louvers, Hurricane protection for non-impact framing, Structural Repairs or Modifications, Insurance in excess of Florida Statutory requirements, Final Cleaning. Anything not specifically spelled out in this proposal.

Terms and Conditions: Net 30. This quotation is valid for 30 days. Acceptance of this offer shall constitute an order and contract for the purchase of the items described herein. Payments made after the agreed term are subject to a Finance Charge of 1-1/2% per month or 18% Annual Percentage Rate. In the event it shall become necessary for Alpha Omega Glass, LLC. to enforce any of the provisions of this agreement, the purchaser agrees to pay all costs and expenses associated with such enforcement including without limitation, reasonable attorney's fees, court costs, and appellate costs. Venue shall be in Volusia County, FL.

Base Proposal: $107,500.00 Lump Sum Proposal, Sales Tax Included where required

Thank you,

Brittany Revenaugh
Estimator / Project Manager
Alpha Omega Glass and Mirror, LLC.

Proposal Accepted and Approved to Proceed by:
Signature: _____
Print: _____
Title: _____ Date: _____

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 5 day of March, **2024**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **PAUL CULVER CONSTRUCTION, INC.** ("Contractor"), a Florida corporation whose principal address is 201 Osceola Avenue, Daytona Beach, Florida 32114. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to perform General Contracting Services for Small Projects in accordance with Request for Proposal 24-01 ("RFP 24-01"). This Contract, together with RFP 24-01, Addendum No. 1, and Contractor's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services of RFP 24-01 and the Contractor's Proposal as submitted by Contractor, are attached hereto as Exhibit "1". In the event of any inconsistencies or conflicts between this Contract, RFP 24-01, Contractor's Proposal, Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) RFP 24-01; 3) Addendum No. 1; and 4) Contractor's Proposal. A complete copy of all solicitation documents is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties and continue for a period of two (2) years ("Term").

Renewals. Upon written agreement of the Parties, this Contract may be renewed for three (3) one-year periods, subject to City Manager approval and budget appropriation.

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) may require a Payment and Performance Bond. Task Authorization(s) requiring a Payment and Performance Bond, shall include an Exhibit attaching the required Payment and Performance Bond. The City reserves the right to

contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in periodic written quotes at the rates set forth in Exhibit "1," attached hereto, in an amount not to exceed the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Documents*. The following forms, attached as Exhibit "3," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with signed Task Authorization, when required:

(a) Front Page for Bond (F.S. § 255.05)
(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration*. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or

made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

7. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating

of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions.** Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits:	Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits:	Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits:	Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits:	Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits:	Coverage - $1,000,000	
☐	Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits:	Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**			
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**			

13. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the

delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager,

appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

24. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

26. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

29. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Paul Culver Construction, Inc.
Attention: Paul K. Culver, President
201 Osceola Avenue
Daytona Beach, Florida 32114
(386) 763-6200 – Telephone
paul@paulculverconstruction.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

31. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: ARLENE PACHOLSKY

Printed Name: Kaitlin Knox

PAUL CULVER CONSTRUCTION, INC.

By: _____

Paul K. Culver, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: February 26, 2024

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: 3/5/2024

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: 3/5/2024

EXHIBIT "1"

Contractor's Quote

Consisting of 4 Pages

(ATTACHMENT 1) - SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include under Tab E in proposal

RFP #24-01
General Contracting Services for Small Projects

Please complete all fields shown in green and include with your proposal.	
Name of Business:	PAUL CULVER CONSTRUCTION, INC
Contact Person:	Paul K. Culver
Email Address:	paul@paulculverconstruction.com
Authorized Signature:	

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

Description	Unit of Measure	Unit Cost Normal Business Hours (As outlined in Section 3 of RFP)	Unit Cost After Normal Business Hours, Weekends, Holidays (As outlined in Section 3 of RFP)
General Manager or equivalent	Hour	95.00	95.00
Project Manager or equivalent	Hour	85.00	85.00
Project Supervisor/Superintendent or equivalent	Hour	80.00	80.00
Project Coordinator or equivalent	Hour	53.00	78.00
General Carpenter	Hour	50.00	75.00
Tradesman	Hour	50.00	75.00
Journeyman	Hour	50.00	75.00
General Laborer	Hour	31.00	53.00
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%)	%	17.5 %	

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF WORK: The City of Port Orange (City) is soliciting sealed proposals for General Contracting Services for projects throughout the City with an estimated cost of less than $200,000 each on an as-needed basis.

The specifications are listed below and on the Services Costs/Fees Proposal Form. General Contractors will be responsible for meeting all specifications as outlined herein and on the Services Costs/Fees Proposal Form.

The City reserves the right to offer any project to any selected General Contractor (Contractor) regardless of the estimated dollar amount of the work, and to contract using a purchase order issued by the City.

SERVICE AND PRODUCT WARRANTY

All Products are warranted by the Proposer to be free from defects in materials and workmanship. The awarded Contractor will promptly replace any product that proves to be defective at no cost to the City or refund the City the purchase price. The Contractor will be responsible for repairing all of its work during the warranty period, at **no cost** to the City. Contractor agrees to repair and return faulty or defective equipment within thirty (30) days from receipt of request from the City or provide a temporary replacement. Manufacturers standard warranty shall be maintained with the application of all materials furnished for any work performed under the contract resulting from this solicitation. It is the Contractor's responsibility to perform preventive maintenance pursuant to the manufacturer's standard warranty guidelines during the term of the warranty. The Contractor shall provide a one (1) year warranty from the manufacturer, which will include all related products including labor, on all repair and installation work. Warranties for new work shall be for a total of one (1) year unless a different duration is requested by the City. In addition to all other warranties, the Contractor shall be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails to correct defects within 24 hours, the City shall be entitled to have such work remedied by an authorized and certified installer, and the General Contractor shall be fully liable for all costs and expenses incurred by the City to remediate the defect(s). Payments in full or otherwise do not constitute a waiver of this warranty.

The Contractor shall reimburse the City for any losses or damages to the City and or personal property as a result of water or other damages due to faulty workmanship and or materials. The Contractor shall provide ready availability of parts and service to maintain all items when requested. The Contractor must provide service within the warranty period. If the repairs cannot be made at the location where the item is located, the Contractor must pick up the item, repair the item and return the item to the location where it is being used. The warranty period(s) will commence on the date of the acceptance by the City. The Contractor shall provide two (2) copies of documentation of all warranty coverage associated with work performed against this Contract, including all manufacturers' warranties. At a minimum, this documentation shall include:

1. Manufacturer and purchasing information;
2. Building physical addresses work was completed on;
3. Number of operating units;
4. Warranty start and expiration dates;
5. Specific warranty coverage detail;
6. Building and specific location on which warranted work was completed on items installed;
7. Points of contact for Warranty work, with address and telephone number;
8. All documentation provided by the manufacturer, including preventive maintenance warranty requirements.

All system installation and repairs shall be accomplished in accordance with applicable standards and specification of the City and individual manufacturer's installation recommendations. It will be the Contractor's responsibility for any and all clearing or cleaning of installation site.

All requested work shall be completed in accordance with all federal, state and local codes, and shall be inspected for compliance by the City's Building Code Enforcement inspector.

The Contractor shall be certified by the systems manufacturers as qualified to install systems (new, restoration or repairs). A written certification from each system manufacturer shall be submitted with bid package or within 24 hours of request. If the Contractor is not certified to install a specific manufacturer's product, the Contractor shall enter into a Sub-contract with a certified installer.

The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City.

SERVICE REQUIREMENTS

The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site.

The Contractor shall provide sufficient staff, resources and facilities to ensure that the City's business is handled in a timely manner.

If the Contractor is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the Purchase Order and award to another Contractor.

If the Contractor for any reason fails to remain a Contractor for the City, then all records pertaining to City projects, scheduling, paperwork, warranty information and technical data shall be surrendered to the City within 10 business days.

Normal business hours for the City are 7:00a.m. to 5:00p.m. Monday through Friday. From time to time, work may be requested to be performed after normal business hours, on weekends, or holidays. If work to be performed under this contract is needed after normal business hours, such work must be approved by the City in writing prior to such work beginning. Any work done after normal business hours must be reflected as such on supporting documentation that accompanies applications for payment or invoices.

Emergency Work Requests may be needed from time to time. The Contractor must be able to meet the City's authorized representative within one (1) hour of notice at the job site, to review the scope of work, provide an estimate, and proceed with work after approval by owner, and in general be responsive to the emergency request.

The Contractor shall have at the time of the proposal opening and throughout the term of any contract, a current Florida General Contractors state license applicable to the performance of work as described.

The City reserves the right on a project-by-project basis to provide materials at which time the cost of materials will be deducted from the project price. The City will negotiate with the Contractor prior to the start of the project.

The City authorized representative shall provide a set of plans to the Contractor with a detailed scope of work which identifies the specific job description and the project schedule. A survey shall be conducted by the City's authorized representative or an approved consultant (depending on the size of the project at the discretion of the authorized City representative).

The Contractor acknowledges that work will be performed only after receipt of an authorized Notice to Proceed and/or Purchase Order. If during the course of work, the Contractor encounters unforeseen conditions which impact the cost of the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization in the form of a change order and a change to the Purchase Order.

The Contractor's required time of performance shall commence when the Contractor mobilizes at the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the City. The Contractor shall be responsible for notifying the City in writing of any conditions detrimental to proper and timely completion of work, including the presence of PCB'S and Asbestos. The Contractor shall not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Contractor and the City. It is the responsibility of the Contractor to locate any underground and above ground utilities and notify the utility companies when trenching or working near any utility lines, such as cable service, water and sewer service, telephone service and power lines.

[END OF SCOPE OF WORK, WARRANTIES AND SERVICE REQUIREMENTS]

[Remainder of page left intentionally blank]

EXHIBIT "2"

Sample Task Authorization

Consisting of 3 Pages

TASK AUTHORIZATION NO. ___
Standard Contract for Services
for General Contracting Services for Small Projects
dated _____, 2024,
Between the City of Port Orange, Florida and Paul Culver Construction, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Paul Culver Construction, INC.**, Florida corporation, with its principal place of business at 201 Osceola Avenue, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide _____, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Contractor shall complete the services to be provided herein no later than _____ from the date of issuance of a written Notice to Proceed by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," attached hereto and made a part hereof, subject to a limit not to exceed $_____. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "1," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. 2.

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City, until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

PAUL CULVER CONSTRUCTION, INC.

_____ By:_____

Printed Name:_____ Paul K. Culver, President

_____ Date:_____

Printed Name:_____

CITY OF PORT ORANGE

By:_____
Wayne Clark, City Manager ***OR***
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "3"

Sample Payment and Performance Bond

Consisting of 3 Pages

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:
Developer or Contractor: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: $_____ **City Case/Project No.** _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

City Project No._____
Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (**$**_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

_____
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Name/Title:_____

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

By:_____
Name:_____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

CITY OF PORT ORANGE
NOTICE TO PROCEED

Issued By: Susan Lovallo
Port Orange Parks & Recreation
1395 Dunlawton Ave
Port Orange, FL 32127

Issue To: Paul Culver
Paul Culver Construction, Inc.
201 Osceola Ave
Daytona Beach, FL 32114

Project Title: REC Remediation

Bid No. RFP 24-01 **Contract No.** CA8361

This Notice to Proceed to your company is for the above referenced project and in accordance with the Scope of Work proposal submitted and all terms and conditions of the Standard Contract for Services between the City of Port Orange and Paul Culver Construction, Inc.

Effective date of this Notice to Proceed: 8/11/25 According to the terms of your contract, the substantial completion date is hereby established as: 12/9/25.

Please sign acknowledging and agreeing to the contents of this Notice to Proceed and return this form by email to: jcox@port-orange.org. We look forward to working with your company.

City Project Manager: Kevin Sweat
386-527-6868
ksweat@port-orange.org

All future correspondence or requests for changes to the contract must be addressed to the City's Project Manager.

ISSUED BY:

Susan L Lovallo
Signature

8/22/25
Date

Susan Lovallo, Parks & Recreation Director
Name, Title

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Signature

9-4-25
Date

Paul K Culver, President
Name, Title

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

SUBJECT: (B6e) Approval of Task Authorization No. 4 to Paul Culver Construction, Inc. for a new pavilion at City Center Sports Complex

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Task Authorization No. 4 with Paul Culver Construction, Inc. for a new pavilion at City Center Sports Complex for an amount not to exceed $100,00.00, and authorize the Mayor and City Clerk to sign the necessary documents.

SUMMARY: Staff is requesting Council approval of Task Authorization No. 4 with Paul Culver Construction, Inc. to furnish and install a steel pavilion at the City Center Sports Complex.

Two (2) quotes were received from general contractors as required in the General Contracting Services for Small Projects dated March 5, 2024 (CA8361). Paul Culver was the lowest quote of the two received.

The Task Authorization is not to exceed $100,000.00. The duration of the project will be 150 days from the notice to proceed. An ECHO grant in the amount of $80,000 was received for a portion of this project. The remaining funding is available in the current budget.



PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Paul Culver Construction, Inc. Task Authorization No. 4 - New Pavilion at CIty Center Sports Complex (1)	Paul Culver Construction, Inc. Task Authorization No. 4 - New Pavilion at CIty Center Sports Complex (1).pdf
2.	PORT ORANGE_CITY CENTER SPORTS COMPLEX PAVILION_PCC PROPOSAL_08.06.2025	PORT ORANGE_CITY CENTER SPORTS COMPLEX PAVILION_PCC PROPOSAL_08.06.2025.pdf
3.	Paul Culver Construction contract	Paul Culver Construction contract.pdf
4.	Ovation Construction-City Center Pavilion BID Proposal	Ovation Construction-City Center Pavilion BID Proposal.pdf
5.	Quote Request	Quote Request.pdf

Jennifer Cox	Created/Initiated - 08/26/2025
Susan Lovallo	Approved - 08/26/2025
Linda Truitt	Approved - 08/27/2025

Matthew Jones	Approved - 09/05/2025
Wayne Clark	Final Approval - 09/08/2025

TASK AUTHORIZATION NO. 4
Standard Contract for Services
for General Contracting Services for Small Projects
dated March 5, 2024,
Between the City of Port Orange, Florida and Paul Culver Construction, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Paul Culver Construction, INC.**, Florida corporation, with its principal place of business at 201 Osceola Avenue, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization No. 4 expressly modifies the Contract and in the event of a conflict, the termsand conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Contractor shall furnish and install a steel pavilion in the City Center Sports Complex located at 4625 City Center Drive, and as more particularly described in the Scope of Services, attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Contractor shall complete the services to be provided herein no later than **One Hundred Fifty (150) days** from the date of issuance of a written Notice to Proceed by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," attached hereto and made a part hereof, subject to a limit not to exceed **$100,000.00.** All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City, until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

PAUL CULVER CONSTRUCTION, INC.

_____ By: _____

Printed Name: _____ Paul K. Culver, President

_____ Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Contractor's Quote

Consisting of 6 Pages

PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

August 5, 2025

Mr. Peter Ferreira – Deputy Director
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

pferreira@port-orange.org

RE: City Center Sports Complex – New Pavilion

Dear Peter:

Thank you for extending the opportunity to Paul Culver Construction, Inc. to work with you, completing the referenced project. We have reviewed the Plans by Hall & Ogle Architects dated 05/27/2025 and are pleased to submit the following Proposal to provide all Labor, Material, Equipment, Tools, Taxes, Insurance & Permits necessary to complete the itemized list of work below for a lump sum price of **ONE HUNDRED THOUSAND DOLLARS & 00/100's ($100,000.00)** as follows:

GENERAL CONDITIONS **$ 12,400**

- Supervision & Project Management
- Permits
- General Liability & Workers Compensation Insurance
- Equipment & Tools
- Site Safety/PPE/First Aid
- Dumpsters & Portolets
- Daily & Final Cean-Up

CONCRETE **$ 14,000**

- Complete 30' x 50 'x 4" Concrete Pad & (4) 24"x48" Footers with Anchor Bolts & Reinforcing per Pavilion Manufacturer including site prep as required.
- Complete (2) 5' x 4" Sidewalks per plans.

PAVILION **$ 62,600**

- Furnish & install RCP Model #TS-H2040-04-TG 20' x 40' Hip Roofed Tube Steel Pavilion with Tongue & Groove Paneling, including FL Certified Drawings by RCP, Powder Coated Tube Steel Frame, #1 Grade 2" x 8" T&G Roof Deck (SYP), #1 Grade 2" x 6" Alaskan Yellow Cedar Fascia, all required Fasteners.
- Provide High Temp Self-Adhering Peel & Seal Underlayment to Wood Deck, including New Metal Roofing Panels per Manufacturer's Specifications and all required Flashings.

Sub-Total:	**$ 89,000**
Overhead & Profit:	**$ 11,000**
Grand Total:	**$100,000**

We appreciate the opportunity to submit this proposal and look forward to working with you.

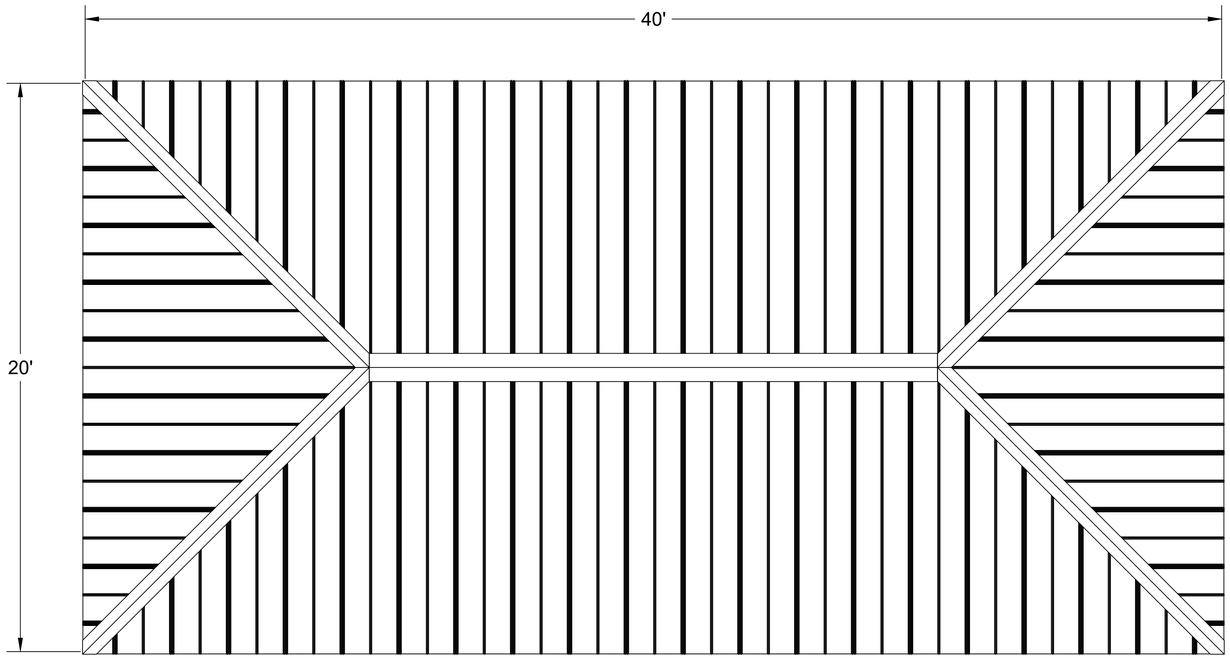
PAUL CULVER CONSTRUCTION, INC.

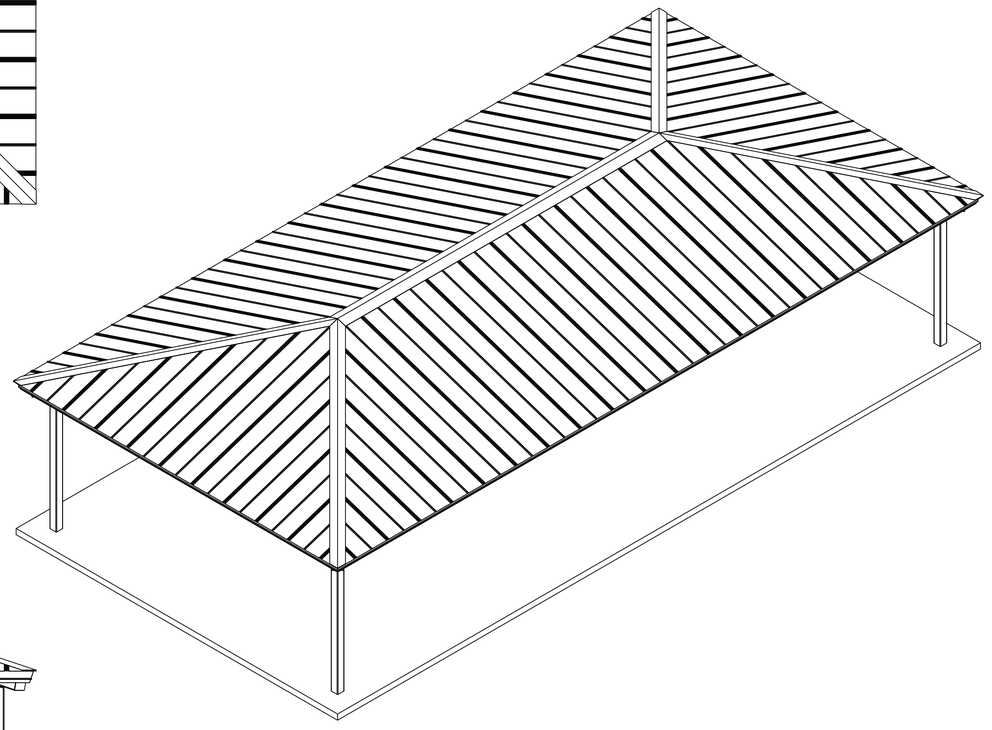
Kevin B. Flynn

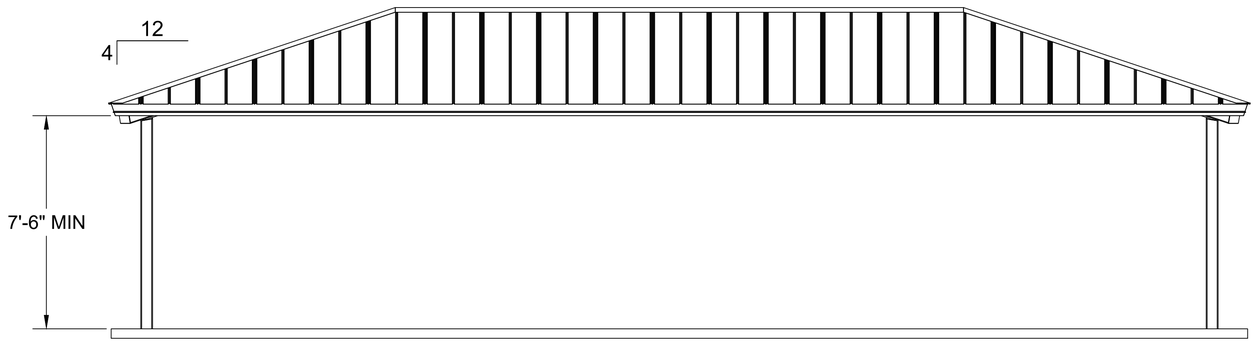
Kevin B. Flynn
Project Manager

201 Osceola Avenue
Daytona Beach, FL 32114
paulculverconstruction.com
Ofc: (386) 763-4190
Fax: (386) 322-0007

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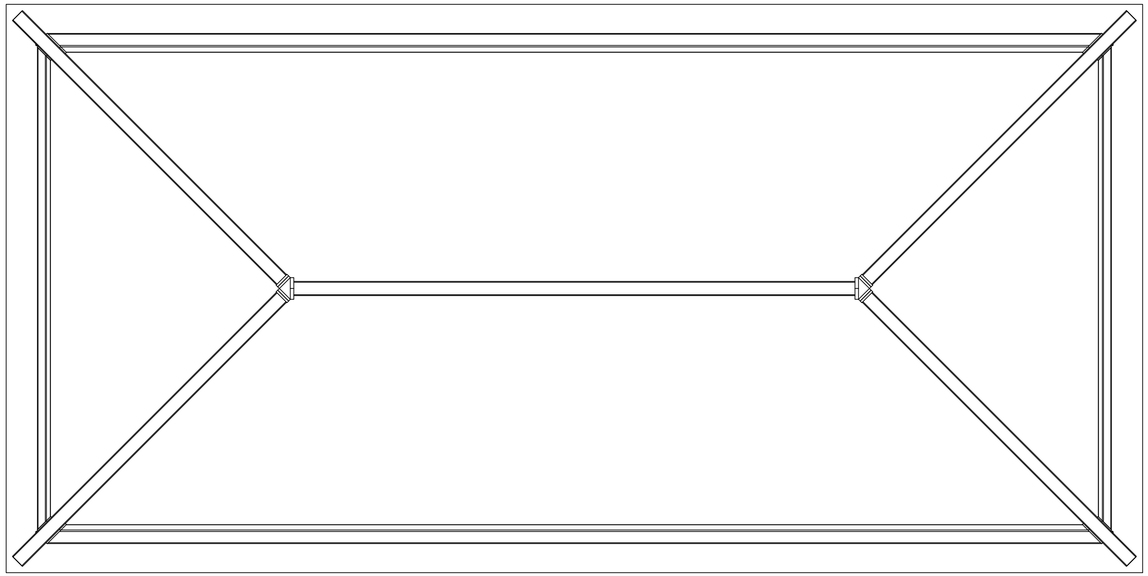
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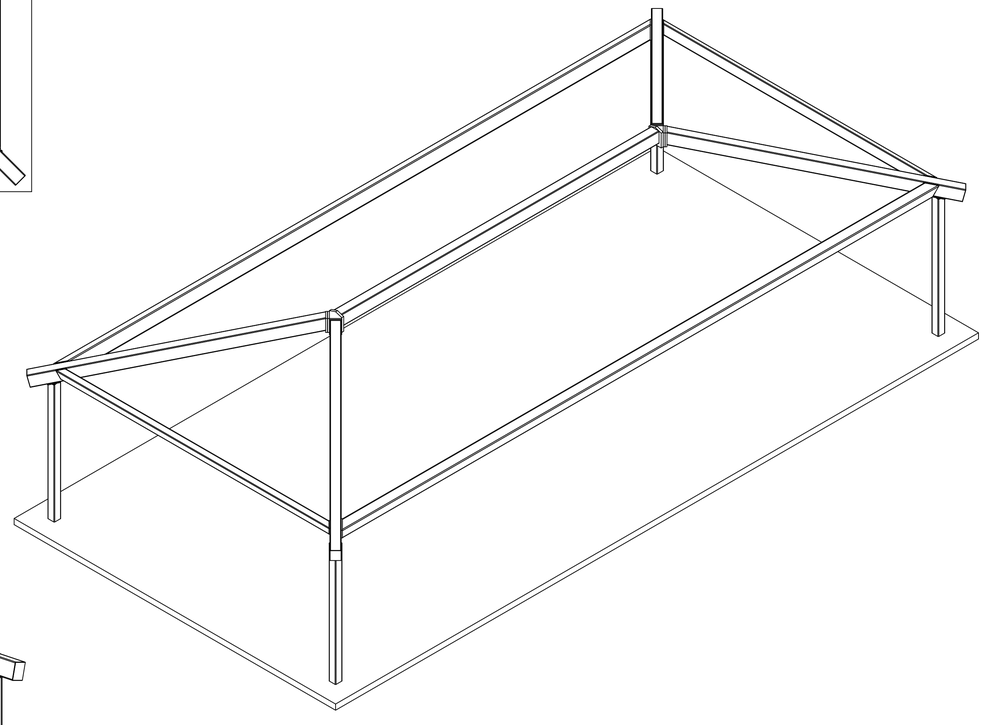
NUMBER OF PURLINS MAY VARY DEPENDING UPON DESIGN LOADS.
SIZES AND SPACING OF PURLINS TO BE DETERMINED DURING FINAL DESIGN.

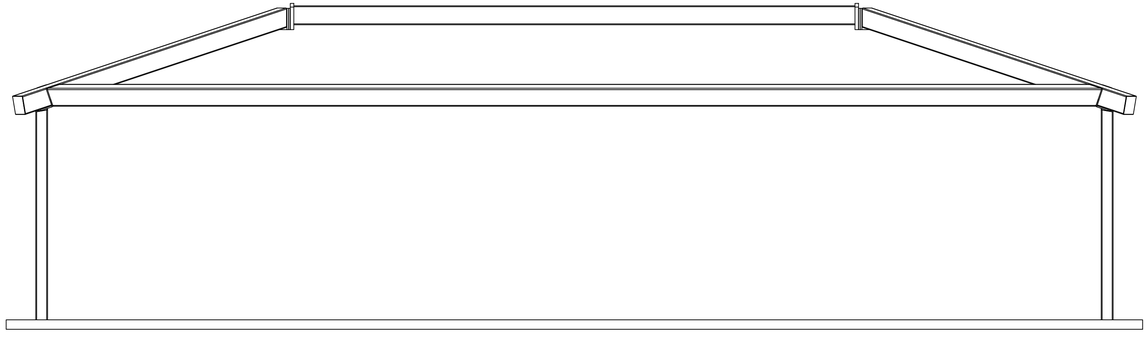
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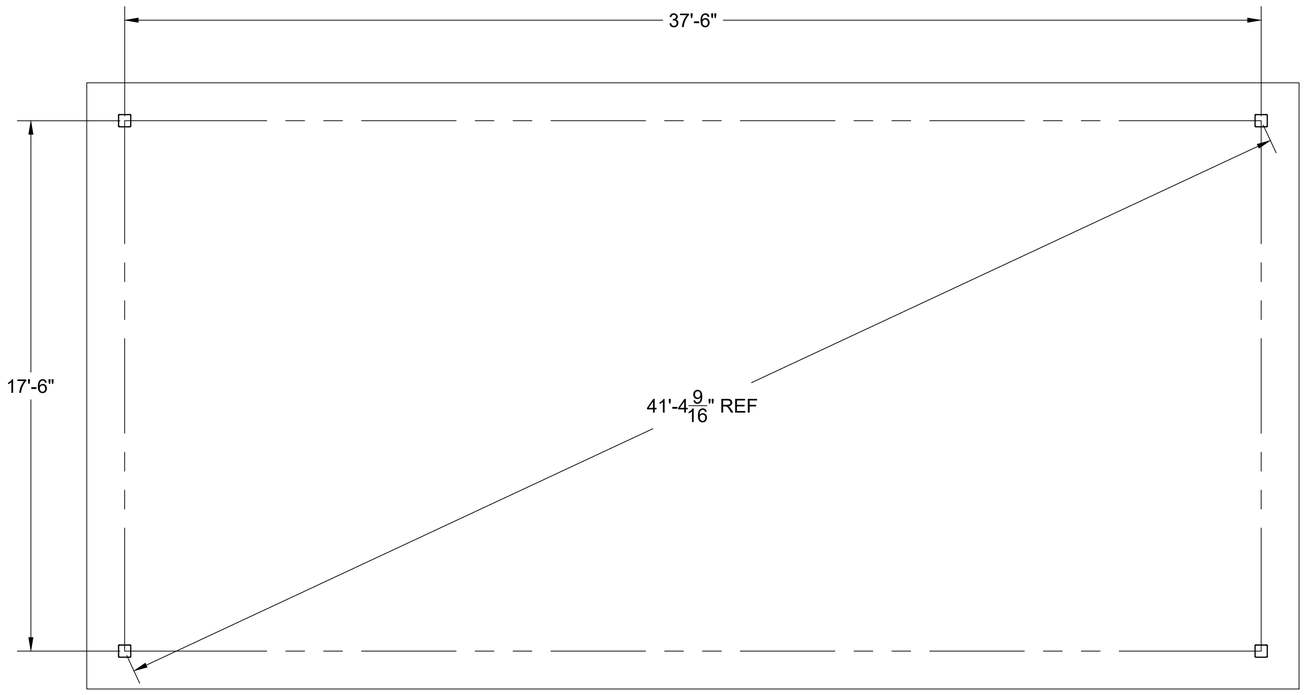
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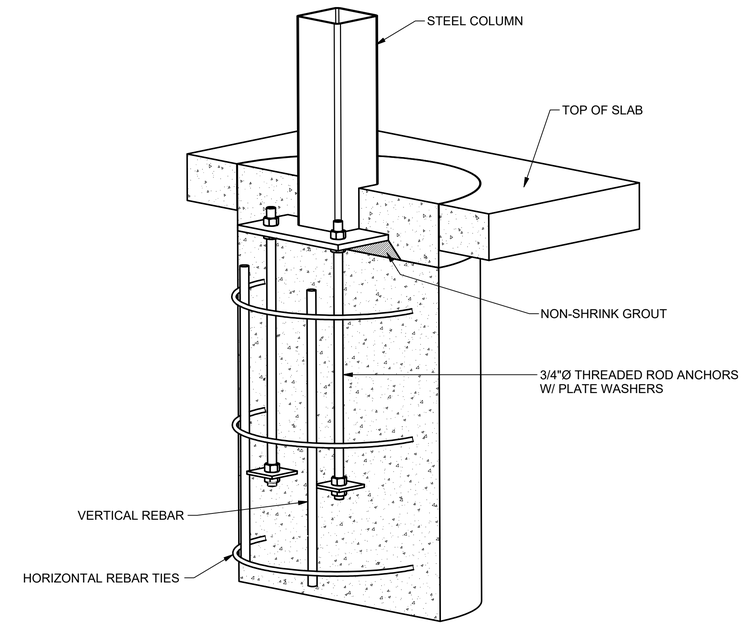
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SHEET NO.:	2 OF 5

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STEEL COLUMN PIER DETAIL

TYPICAL PIER DIAMETER IS BETWEEN 2'-0" AND 3'-0"±
TYPICAL PIER DEPTH IS BETWEEN 3'-6" AND 5'-6"±

ACTUAL DESIGN WILL VARY DUE TO BUILDING CODE REQUIREMENTS AND MAY BE SUBSTANTIALLY LARGER.

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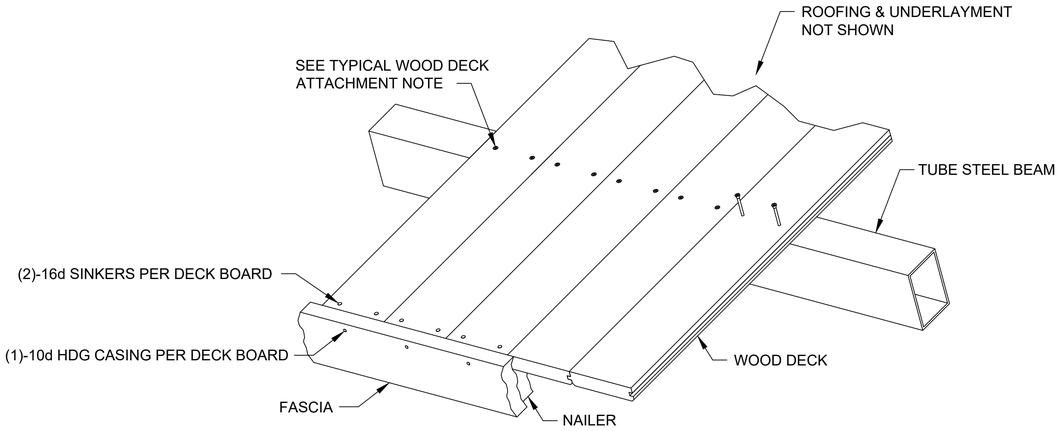
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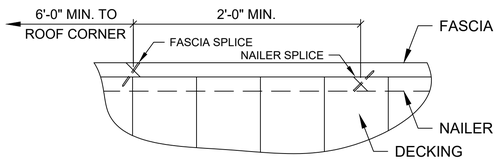
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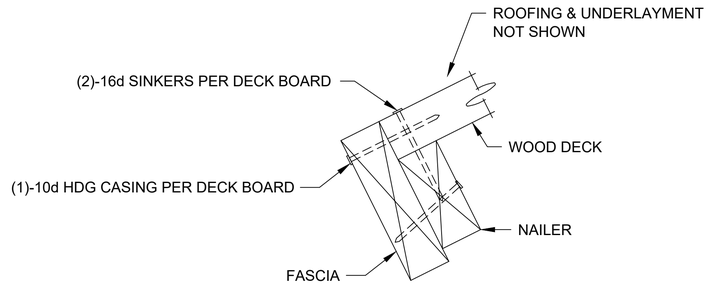
FASCIA SPLICE DETAIL

FASCIA NOTES:

1. ALL FASCIA CORNERS AND SPLICES ARE TO BE MITERED.
2. SEE DETAIL A FOR SPLICE DETAIL.
3. ATTACH FASCIA WITH 10d HDG CASING NAILS:
   a. TO 2x4 NAILER - 24" O.C.
   b. TO ENDS OF ROOF DECKING - 1 NAIL PER DECK BOARD
   c. AT CORNERS - 2 NAILS EACH DIRECTION
   d. OTHER LOCATIONS - 24" O.C. TO ROOF DECKING

TYPICAL WOOD DECK ATTACHMENT NOTE:

ATTACH EACH PIECE OF DECK TO EACH SUPPORT WITH (2) $\frac{1}{4}$"-20 x $2\frac{3}{4}$" SELF-DRILLING SCREWS. DRILL PILOT HOLES AS REQ'D.
ALTERNATE FASTENERS ALLOWED:
1. HILTI X-U 52 (2" LONG) FASTENERS.
2. RAMSET 1514 (2" LONG) FASTENERS.
FASTENERS MUST BE INSTALLED WITH A MANUFACTURER APPROVED FASTENING TOOL.
FASTENERS MUST PENETRATE TOP WALL OF TUBES.

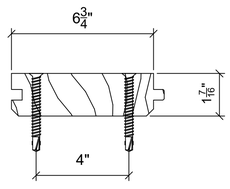


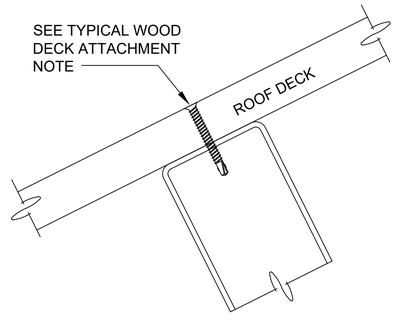
FASCIA ATTACHMENT DETAIL

2 x 4 NAILER:

A. MITER ALL SPLICES
B. NAIL SPLICES TOGETHER WITH (2) 10d HDG CASING NAILS, DRIVE NAILS AT AN ANGLE TO AVOID PUNCHING THRU FASCIA.







DECK ATTACHMENT DETAIL

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SHEET NO.:	5 OF 5

PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

August 5, 2025

Mr. Peter Ferreira – Deputy Director
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

pferreira@port-orange.org

RE: City Center Sports Complex – New Pavilion

Dear Peter:

Thank you for extending the opportunity to Paul Culver Construction, Inc. to work with you, completing the referenced project. We have reviewed the Plans by Hall & Ogle Architects dated 05/27/2025 and are pleased to submit the following Proposal to provide all Labor, Material, Equipment, Tools, Taxes, Insurance & Permits necessary to complete the itemized list of work below for a lump sum price of **ONE HUNDRED THOUSAND DOLLARS & 00/100's ($100,000.00)** as follows:

GENERAL CONDITIONS **$ 12,400**

- Supervision & Project Management
- Permits
- General Liability & Workers Compensation Insurance
- Equipment & Tools
- Site Safety/PPE/First Aid
- Dumpsters & Portolets
- Daily & Final Cean-Up

CONCRETE **$ 14,000**

- Complete 30' x 50 'x 4" Concrete Pad & (4) 24"x48" Footers with Anchor Bolts & Reinforcing per Pavilion Manufacturer including site prep as required.
- Complete (2) 5' x 4" Sidewalks per plans.

PAVILION **$ 62,600**

- Furnish & install RCP Model #TS-H2040-04-TG 20' x 40' Hip Roofed Tube Steel Pavilion with Tongue & Groove Paneling, including FL Certified Drawings by RCP, Powder Coated Tube Steel Frame, #1 Grade 2" x 8" T&G Roof Deck (SYP), #1 Grade 2" x 6" Alaskan Yellow Cedar Fascia, all required Fasteners.
- Provide High Temp Self-Adhering Peel & Seal Underlayment to Wood Deck, including New Metal Roofing Panels per Manufacturer's Specifications and all required Flashings.

Sub-Total:	**$ 89,000**
Overhead & Profit:	**$ 11,000**
Grand Total:	**$100,000**

We appreciate the opportunity to submit this proposal and look forward to working with you.

PAUL CULVER CONSTRUCTION, INC.

Kevin B. Flynn

Kevin B. Flynn
Project Manager

201 Osceola Avenue
Daytona Beach, FL 32114
paulculverconstruction.com
Ofc: (386) 763-4190
Fax: (386) 322-0007

Proposal #: 42718
Date: 07/30/2025

All Bidders
Attn: ALL BIDDERS

Phone:
E-mail:

RCP SHELTERS, INC.
PROPOSAL/ORDER FORM

2100 SE Rays Way • Stuart, FL 34994
P: 800-525-0207 • 772-288-3600
info@rcpshelters.com • http://www.rcpshelters.com

Prepared by: Bo Ritter • bo@rcpshelters.com

City Center - Port Orange, FL

ITEM	QTY	DESCRIPTION	EXTENDED PRICE
A	1.00	**Model #: TS-H2040-04-TG** 20' x 40' Hip Roofed Tube Steel Pavilion with Tounge and Groove Paneling	**$31,500.00**
OPTIONS FOR A	**Please circle & add in the price column if required:** 1. Add + $820 for plate steel templates, HDG anchor bolts: F1554-36 w/washer & nuts. 2. Add + $4,278 for 26 gauge exposed fastener metal roofing. (5V or Max Rib) 3. Add + $2,120 for protective semi-transparent factory stain on exposed wood.		
FREIGHT	Pooled freight rate delivered to an accessible site. Refer to notes on page 2 for more details.		Included
SALES TAX	CA or FL sales tax to be added unless tax exemption is provided. For all other states, purchaser is responsible for sales tax to appropriate authorities.		
TOTAL	Total of Item(s) and option(s) selected and freight (if applicable)		

INCLUDED
- FL Cert Drawings: includes standard RCP foundation design
- Frame: powder coated tube steel
- Roof Deck: #1 grade 2x8 T&G Southern Yellow Pine
- Fascia: #1 grade 2x6 Alaskan Yellow Cedar
- Hardware: all required fasteners
- Eave Height: 7’-6” ±
- Roof pitch: 4:12
- Delivery: to an accessible site

NOT INCLUDED
- Custom foundation designs
- Electrical cutouts
- Anchor bolts & templates
- Concrete / embedment (wire mesh, rebar, etc.)
- Installation
- Stain (see options; highly recommended)
- Roofing
- Fascia nails
- Rails/ornamentation/benches/cupola
- Offloading / offloading equipment
- Site inspections
- *Anything not specifically listed as “Included”*

TERMS & CONDITIONS
- Orders not subject to cancellation
- 30% deposit due with order
- Balance due prior to shipment
  - Net 30 available with approved credit
- 3% discount for payment in full with order

PRICING NOTES
- We reserve the right to requote if:
  - Quote is older than 30 days
  - Purchaser drawing approval exceeds 30 days
  - Purchaser delays original ship date 30 days or more
  - Project location snow load exceeds 25 psf

DIRECT PO TO RCP FROM GOVERNMENT AGENCIES
- Net 30
- 1% discount net 10
- no deposits required

(Signature) (Print/Title) (Date)

Signature confirms acceptance of all pages of this proposal.

RCP SHELTERS, INC.
PROPOSAL/ORDER FORM (CONTINUED)

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P: 800-525-0207 • 772-288-3600
info@rcpshelters.com • http://www.rcpshelters.com

Proposal #: 42718

City Center - Port Orange, FL

PROPOSAL NOTES & DETAILS

PROPOSAL INFORMATION/NOTES

- The proposal is based on design by RCP Shelters, not necessarily an exact match to bid or architectural drawings.
- Lead times may vary significantly based on design complexity, seasonal demand, and current backlog.
- Simple material supplier PO or signed proposal/order form are acceptable for ordering. PO legalese will be rejected.
- PO's with contingent liability, liquidated damages, or retainage are not accepted.
- The price is valid only for the terms as shown on the proposal.

DESIGN / ENGINEERING

- RCP value engineers for the minimum number framing members to minimize cost and provide structures as open and accessible as possible. Final design may not reflect the same number members, sizes, or spacing as images on RCP's website and catalog or preliminary or bid drawings.
- Design requirements not disclosed to RCP prior to proposal or required revisions resulting from information not previously disclosed are subject to additional fees. Common examples are site-specific requests/requirements and pertinent foundation information, including but not limited to geotechnical reports, foundation depth limitations, epoxy anchor design, or installations near or connected to other structures causing drift snow loads.
- Standard cylindrical shaped foundation design, minimum 24" diameter, based on assumed soil values, is included. Alternate or custom foundations may be designed by others, with column base reactions provided by RCP.
- RCP's anchor bolt option is valid only for foundations designed by RCP.
- Local code may have requirements that are not the responsibility of RCP.
- Each project is designed for its specific location after receipt of order. Occasionally, engineering determines that materials not included in the proposal are required. Such materials shall be provided by others.
- Drawings provided by RCP Shelters with this proposal are preliminary and are not for construction. For complete project specific details, engineered drawings can be purchased separately without obligation to purchase the structure.

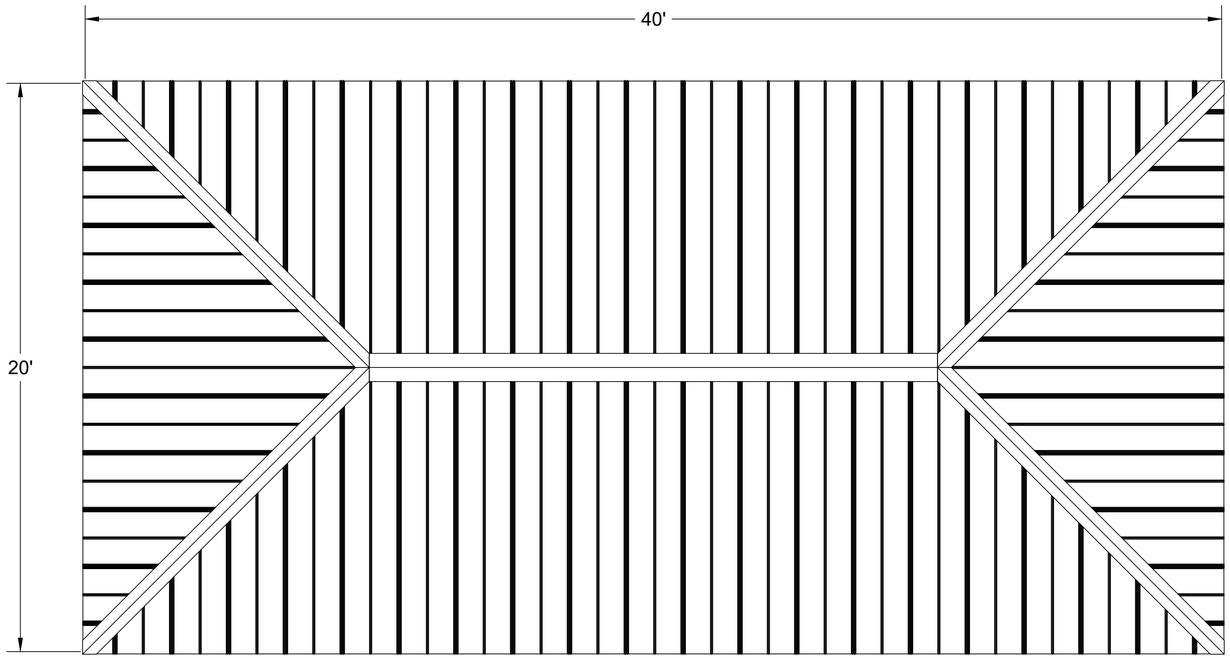
FABRICATION / SHIPPING DETAILS

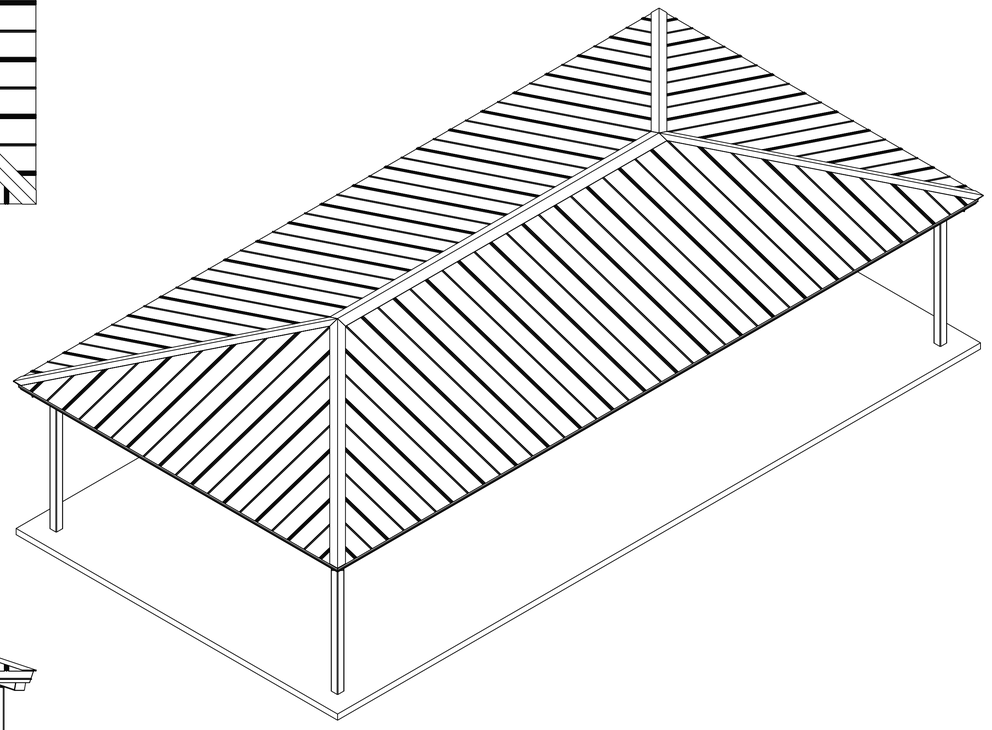
- Shipping dates are not guaranteed.
- Freight is priced based on pooled loads to a location accessible by a flatbed semi-trailer.
- Upgrade to dedicated truck or split shipment is available for an additional fee.
- Trucking will call at least 24 hours prior to delivery to coordinate.
- Offloading by others. Materials must be stored off the ground and kept dry.
- Delivery and storage recommendations can be found at https://www.rcpshelters.com/delivery-and-storage-recommendations/

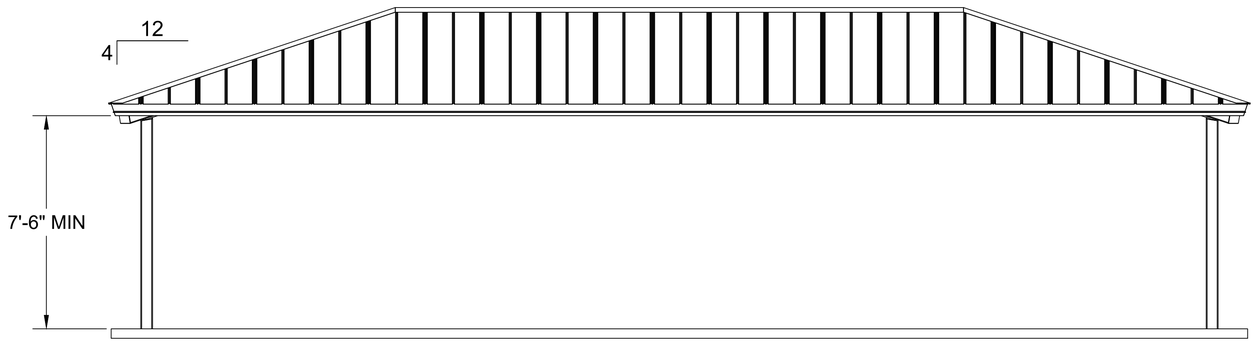
(Signature) (Print/Title) (Date)

Signature confirms acceptance of all pages of this proposal.

PRELIMINARY DRAWING – NOT FOR CONSTRUCTION







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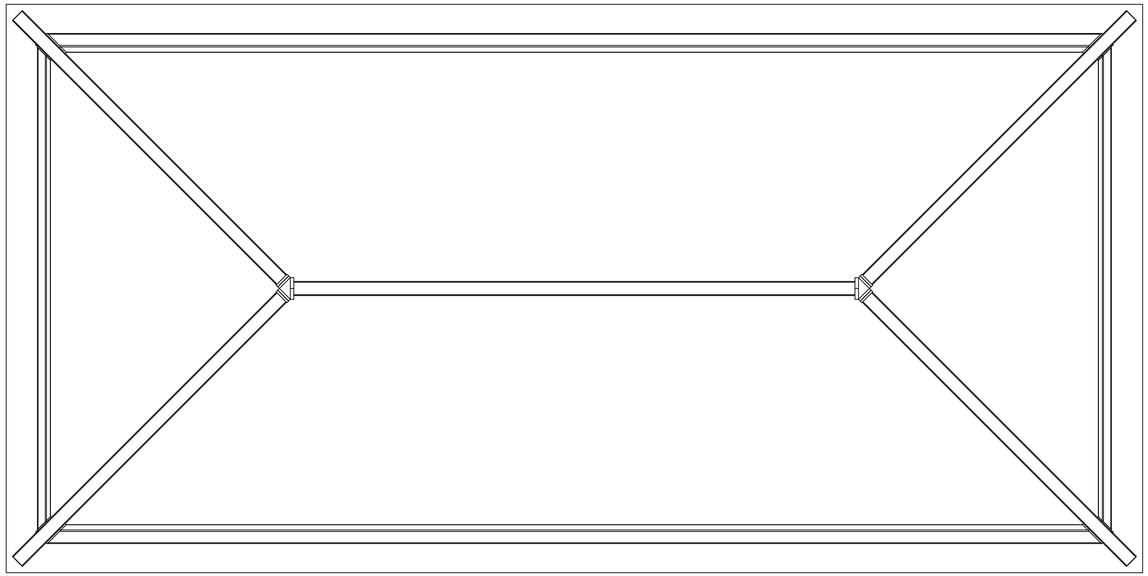
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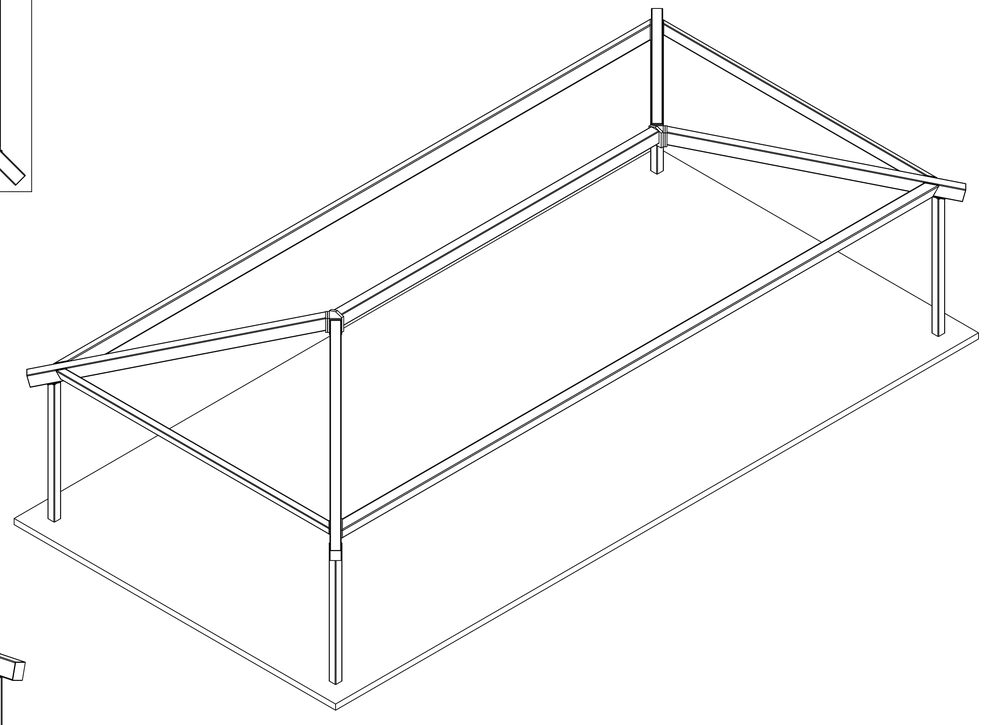
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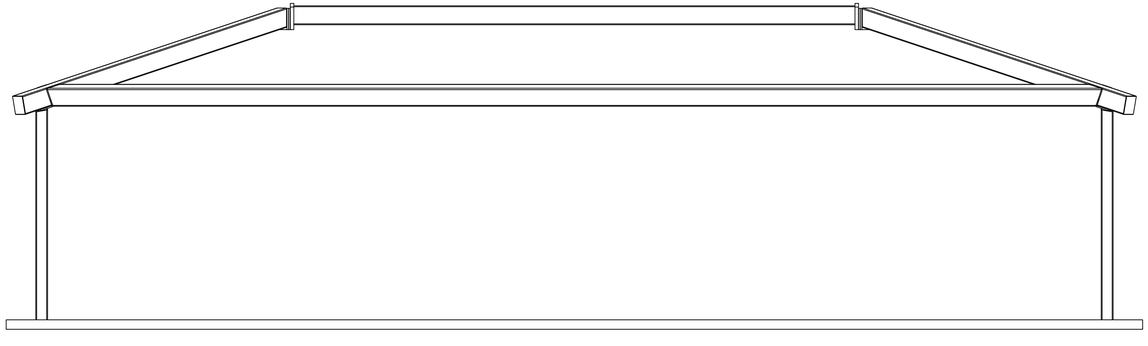
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SHEET NO.:	1 OF 5

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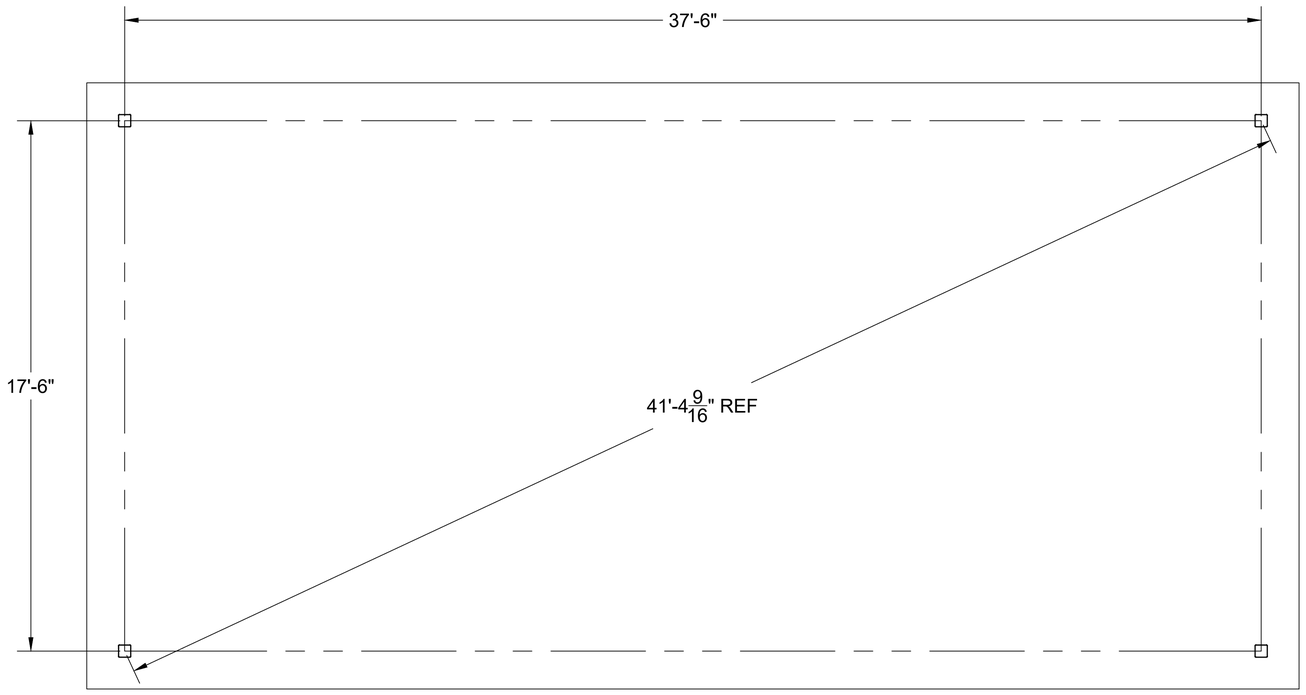
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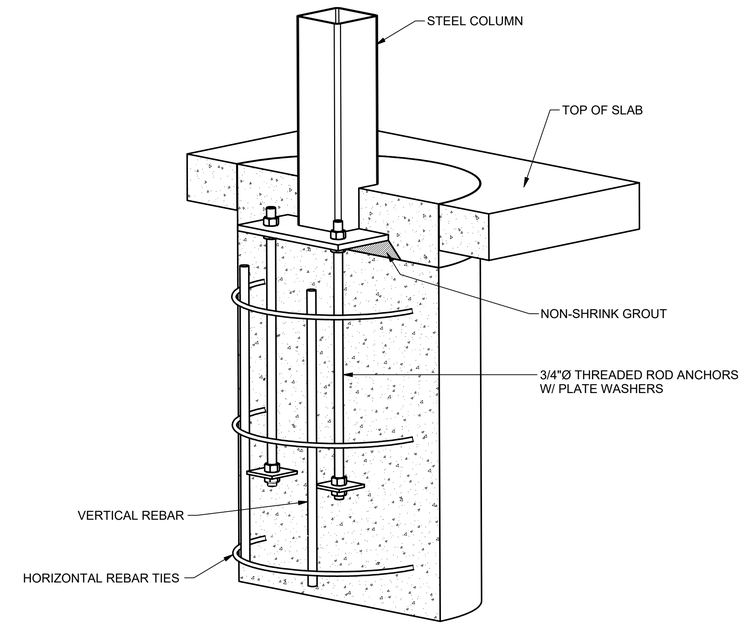
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PRELIMINARY DRAWING – NOT FOR CONSTRUCTION





STEEL COLUMN PIER DETAIL

TYPICAL PIER DIAMETER IS BETWEEN 2'-0" AND 3'-0"±
TYPICAL PIER DEPTH IS BETWEEN 3'-6" AND 5'-6"±

ACTUAL DESIGN WILL VARY DUE TO BUILDING CODE REQUIREMENTS AND MAY BE SUBSTANTIALLY LARGER.

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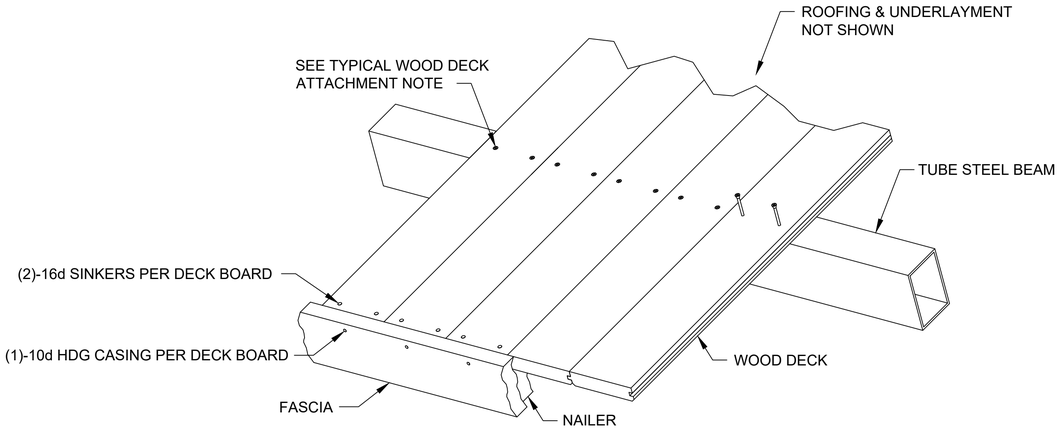
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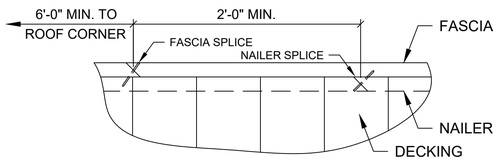
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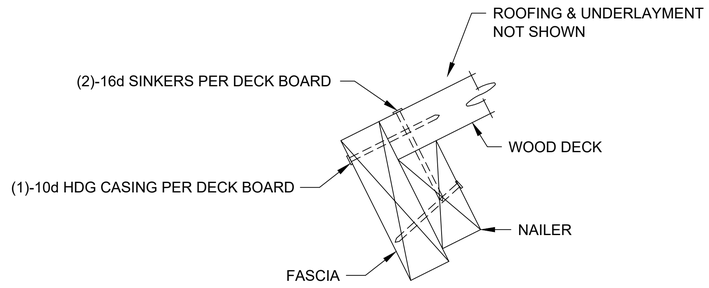
FASCIA SPLICE DETAIL

FASCIA NOTES:

1. ALL FASCIA CORNERS AND SPLICES ARE TO BE MITERED.
2. SEE DETAIL A FOR SPLICE DETAIL.
3. ATTACH FASCIA WITH 10d HDG CASING NAILS:
   a. TO 2x4 NAILER - 24" O.C.
   b. TO ENDS OF ROOF DECKING - 1 NAIL PER DECK BOARD
   c. AT CORNERS - 2 NAILS EACH DIRECTION
   d. OTHER LOCATIONS - 24" O.C. TO ROOF DECKING

TYPICAL WOOD DECK ATTACHMENT NOTE:

ATTACH EACH PIECE OF DECK TO EACH SUPPORT WITH (2) $\frac{1}{4}$"-20 x $2\frac{3}{4}$" SELF-DRILLING SCREWS. DRILL PILOT HOLES AS REQ'D.
ALTERNATE FASTENERS ALLOWED:
1. HILTI X-U 52 (2" LONG) FASTENERS.
2. RAMSET 1514 (2" LONG) FASTENERS.
FASTENERS MUST BE INSTALLED WITH A MANUFACTURER APPROVED FASTENING TOOL.
FASTENERS MUST PENETRATE TOP WALL OF TUBES.

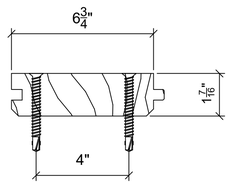


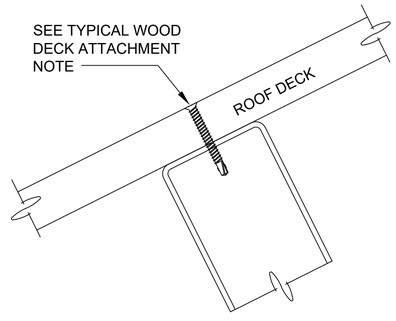
FASCIA ATTACHMENT DETAIL

2 x 4 NAILER:

A. MITER ALL SPLICES
B. NAIL SPLICES TOGETHER WITH (2) 10d HDG CASING NAILS, DRIVE NAILS AT AN ANGLE TO AVOID PUNCHING THRU FASCIA.







DECK ATTACHMENT DETAIL

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CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 5 day of March, **2024**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **PAUL CULVER CONSTRUCTION, INC.** ("Contractor"), a Florida corporation whose principal address is 201 Osceola Avenue, Daytona Beach, Florida 32114. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to perform General Contracting Services for Small Projects in accordance with Request for Proposal 24-01 ("RFP 24-01"). This Contract, together with RFP 24-01, Addendum No. 1, and Contractor's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services of RFP 24-01 and the Contractor's Proposal as submitted by Contractor, are attached hereto as Exhibit "1". In the event of any inconsistencies or conflicts between this Contract, RFP 24-01, Contractor's Proposal, Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) RFP 24-01; 3) Addendum No. 1; and 4) Contractor's Proposal. A complete copy of all solicitation documents is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties and continue for a period of two (2) years ("Term").

Renewals. Upon written agreement of the Parties, this Contract may be renewed for three (3) one-year periods, subject to City Manager approval and budget appropriation.

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) may require a Payment and Performance Bond. Task Authorization(s) requiring a Payment and Performance Bond, shall include an Exhibit attaching the required Payment and Performance Bond. The City reserves the right to

contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in periodic written quotes at the rates set forth in Exhibit "1," attached hereto, in an amount not to exceed the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Documents*. The following forms, attached as Exhibit "3," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with signed Task Authorization, when required:

(a) Front Page for Bond (F.S. § 255.05)
(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration*. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or

made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

7. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating

of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions.** Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits:	Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits:	Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits:	Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits:	Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits:	Coverage - $1,000,000	
☐	Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits:	Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**			
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**			

13. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the

delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager,

appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

24. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

26. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

29. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Paul Culver Construction, Inc.
Attention: Paul K. Culver, President
201 Osceola Avenue
Daytona Beach, Florida 32114
(386) 763-6200 – Telephone
paul@paulculverconstruction.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

31. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: ARLENE PACHOLSKY

Printed Name: Kaitlin Knox

PAUL CULVER CONSTRUCTION, INC.

By: _____

Paul K. Culver, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: February 26, 2024

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: 3/5/2024

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: 3/5/2024

EXHIBIT "1"

Contractor's Quote

Consisting of 4 Pages

(ATTACHMENT 1) - SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include under Tab E in proposal

RFP #24-01
General Contracting Services for Small Projects

Please complete all fields shown in green and include with your proposal.	
Name of Business:	PAUL CULVER CONSTRUCTION, INC
Contact Person:	Paul K. Culver
Email Address:	paul@paulculverconstruction.com
Authorized Signature:	

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

Description	Unit of Measure	Unit Cost Normal Business Hours (As outlined in Section 3 of RFP)	Unit Cost After Normal Business Hours, Weekends, Holidays (As outlined in Section 3 of RFP)
General Manager or equivalent	Hour	95.00	95.00
Project Manager or equivalent	Hour	85.00	85.00
Project Supervisor/Superintendent or equivalent	Hour	80.00	80.00
Project Coordinator or equivalent	Hour	53.00	78.00
General Carpenter	Hour	50.00	75.00
Tradesman	Hour	50.00	75.00
Journeyman	Hour	50.00	75.00
General Laborer	Hour	31.00	53.00
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%)	%	17.5 %	

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF WORK: The City of Port Orange (City) is soliciting sealed proposals for General Contracting Services for projects throughout the City with an estimated cost of less than $200,000 each on an as-needed basis.

The specifications are listed below and on the Services Costs/Fees Proposal Form. General Contractors will be responsible for meeting all specifications as outlined herein and on the Services Costs/Fees Proposal Form.

The City reserves the right to offer any project to any selected General Contractor (Contractor) regardless of the estimated dollar amount of the work, and to contract using a purchase order issued by the City.

SERVICE AND PRODUCT WARRANTY

All Products are warranted by the Proposer to be free from defects in materials and workmanship. The awarded Contractor will promptly replace any product that proves to be defective at no cost to the City or refund the City the purchase price. The Contractor will be responsible for repairing all of its work during the warranty period, at **no cost** to the City. Contractor agrees to repair and return faulty or defective equipment within thirty (30) days from receipt of request from the City or provide a temporary replacement. Manufacturers standard warranty shall be maintained with the application of all materials furnished for any work performed under the contract resulting from this solicitation. It is the Contractor's responsibility to perform preventive maintenance pursuant to the manufacturer's standard warranty guidelines during the term of the warranty. The Contractor shall provide a one (1) year warranty from the manufacturer, which will include all related products including labor, on all repair and installation work. Warranties for new work shall be for a total of one (1) year unless a different duration is requested by the City. In addition to all other warranties, the Contractor shall be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails to correct defects within 24 hours, the City shall be entitled to have such work remedied by an authorized and certified installer, and the General Contractor shall be fully liable for all costs and expenses incurred by the City to remediate the defect(s). Payments in full or otherwise do not constitute a waiver of this warranty.

The Contractor shall reimburse the City for any losses or damages to the City and or personal property as a result of water or other damages due to faulty workmanship and or materials. The Contractor shall provide ready availability of parts and service to maintain all items when requested. The Contractor must provide service within the warranty period. If the repairs cannot be made at the location where the item is located, the Contractor must pick up the item, repair the item and return the item to the location where it is being used. The warranty period(s) will commence on the date of the acceptance by the City. The Contractor shall provide two (2) copies of documentation of all warranty coverage associated with work performed against this Contract, including all manufacturers' warranties. At a minimum, this documentation shall include:

1. Manufacturer and purchasing information;
2. Building physical addresses work was completed on;
3. Number of operating units;
4. Warranty start and expiration dates;
5. Specific warranty coverage detail;
6. Building and specific location on which warranted work was completed on items installed;
7. Points of contact for Warranty work, with address and telephone number;
8. All documentation provided by the manufacturer, including preventive maintenance warranty requirements.

All system installation and repairs shall be accomplished in accordance with applicable standards and specification of the City and individual manufacturer's installation recommendations. It will be the Contractor's responsibility for any and all clearing or cleaning of installation site.

All requested work shall be completed in accordance with all federal, state and local codes, and shall be inspected for compliance by the City's Building Code Enforcement inspector.

The Contractor shall be certified by the systems manufacturers as qualified to install systems (new, restoration or repairs). A written certification from each system manufacturer shall be submitted with bid package or within 24 hours of request. If the Contractor is not certified to install a specific manufacturer's product, the Contractor shall enter into a Sub-contract with a certified installer.

The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City.

SERVICE REQUIREMENTS

The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site.

The Contractor shall provide sufficient staff, resources and facilities to ensure that the City's business is handled in a timely manner.

If the Contractor is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the Purchase Order and award to another Contractor.

If the Contractor for any reason fails to remain a Contractor for the City, then all records pertaining to City projects, scheduling, paperwork, warranty information and technical data shall be surrendered to the City within 10 business days.

Normal business hours for the City are 7:00a.m. to 5:00p.m. Monday through Friday. From time to time, work may be requested to be performed after normal business hours, on weekends, or holidays. If work to be performed under this contract is needed after normal business hours, such work must be approved by the City in writing prior to such work beginning. Any work done after normal business hours must be reflected as such on supporting documentation that accompanies applications for payment or invoices.

Emergency Work Requests may be needed from time to time. The Contractor must be able to meet the City's authorized representative within one (1) hour of notice at the job site, to review the scope of work, provide an estimate, and proceed with work after approval by owner, and in general be responsive to the emergency request.

The Contractor shall have at the time of the proposal opening and throughout the term of any contract, a current Florida General Contractors state license applicable to the performance of work as described.

The City reserves the right on a project-by-project basis to provide materials at which time the cost of materials will be deducted from the project price. The City will negotiate with the Contractor prior to the start of the project.

The City authorized representative shall provide a set of plans to the Contractor with a detailed scope of work which identifies the specific job description and the project schedule. A survey shall be conducted by the City's authorized representative or an approved consultant (depending on the size of the project at the discretion of the authorized City representative).

The Contractor acknowledges that work will be performed only after receipt of an authorized Notice to Proceed and/or Purchase Order. If during the course of work, the Contractor encounters unforeseen conditions which impact the cost of the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization in the form of a change order and a change to the Purchase Order.

The Contractor's required time of performance shall commence when the Contractor mobilizes at the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the City. The Contractor shall be responsible for notifying the City in writing of any conditions detrimental to proper and timely completion of work, including the presence of PCB'S and Asbestos. The Contractor shall not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Contractor and the City. It is the responsibility of the Contractor to locate any underground and above ground utilities and notify the utility companies when trenching or working near any utility lines, such as cable service, water and sewer service, telephone service and power lines.

[END OF SCOPE OF WORK, WARRANTIES AND SERVICE REQUIREMENTS]

[Remainder of page left intentionally blank]

EXHIBIT "2"

Sample Task Authorization

Consisting of 3 Pages

TASK AUTHORIZATION NO. ___
Standard Contract for Services
for General Contracting Services for Small Projects
dated _____, 2024,
Between the City of Port Orange, Florida and Paul Culver Construction, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Paul Culver Construction, INC.**, Florida corporation, with its principal place of business at 201 Osceola Avenue, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide _____, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Contractor shall complete the services to be provided herein no later than _____ from the date of issuance of a written Notice to Proceed by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," attached hereto and made a part hereof, subject to a limit not to exceed $_____. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "1," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. 2.

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City, until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

PAUL CULVER CONSTRUCTION, INC.

_____ By:_____

Printed Name:_____ Paul K. Culver, President

_____ Date:_____

Printed Name:_____

CITY OF PORT ORANGE

By:_____
Wayne Clark, City Manager ***OR***
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "3"

Sample Payment and Performance Bond

Consisting of 3 Pages

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:
Developer or Contractor: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: $_____ **City Case/Project No.** _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

City Project No._____
Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (**$**_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

_____
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Name/Title:_____

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

By:_____
Name:_____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

Ovation Construction Company

361 S. Central Ave.
OVIEDO, FLORIDA 32765
(407) 448-4263
Fax: (866) 431-6032
joe@ovationinc.net
derian@Ovationinc.net

The City of PORT ORANGE Est. 1867

PROPOSAL

DATE: July 17, 2025

TO: Peter Ferreira,
Parks & Rec. Admin. Deputy Director
1395 Dunlawton Ave.
Port Orange, FL.
386-506-5864

FROM: Joe Smullin, Senior Project Manager, Ovation Construction Co.

RE: New City Center Complex Pavilion

NEW CITY CENTER SPORTS COMPLEX PAVILION
We have prepared the following pricing for the City Center Sports Complex Pavilion Construction located at 4655 City Ctr. Cir. Port Orange, Fl. in accordance with the architectural drawings and specifications provided by Hall & Ogle Architects, Inc. dated 5/27/25:

NEW CITY CENTER SPORTS COMPLEX PAVILION:
For the completion of all work identified in the said above construction documents, excluding any alternates at this time, for the sum of: Two Hundred Five Thousand, Six Hundred Twenty Dollars and 00/100

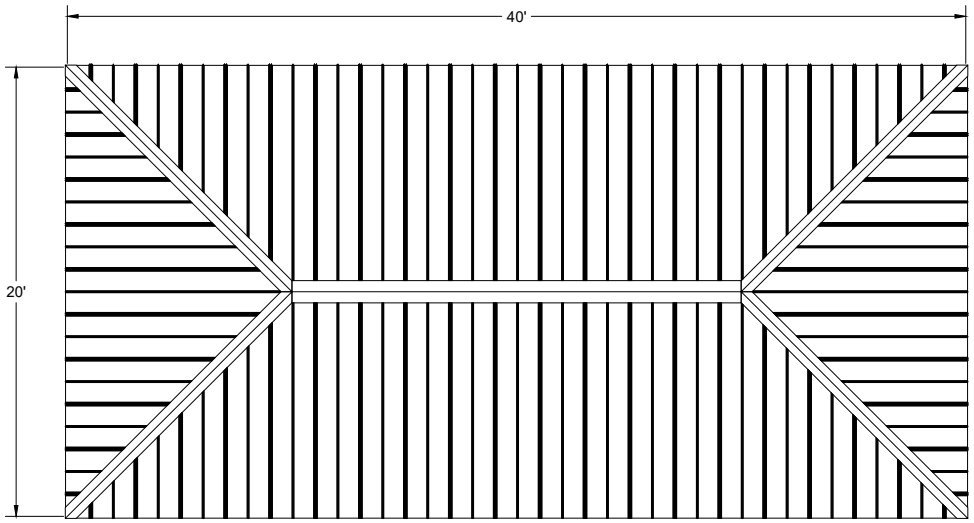
TOTAL PROPOSAL TOTAL: $205,620.00

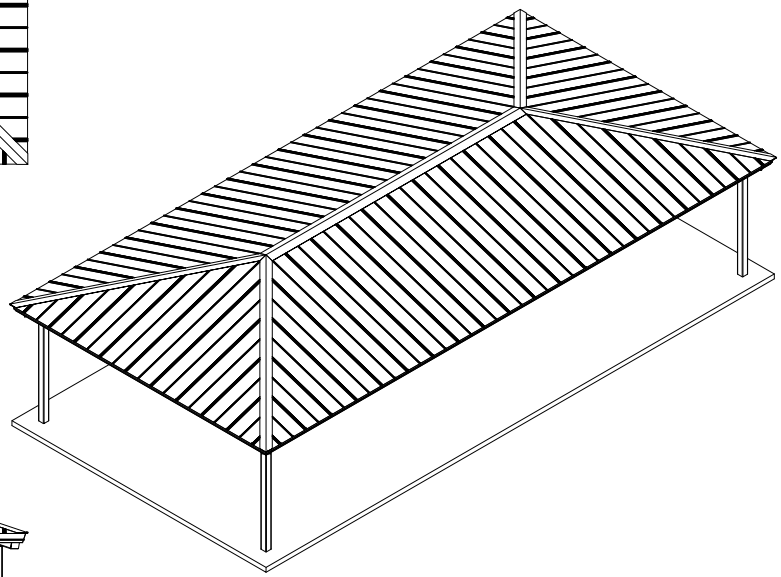
Thank you very much for the opportunity

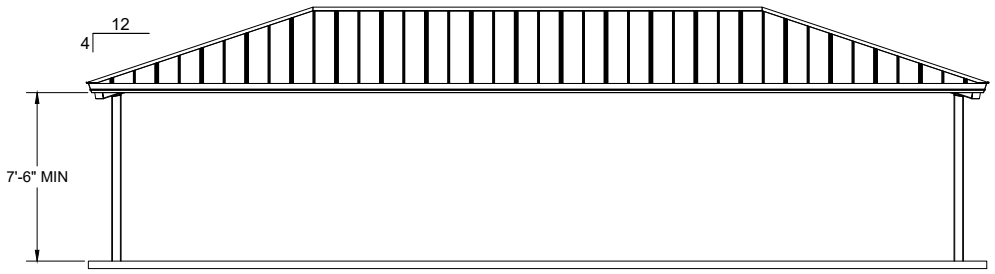
QUALIFICATIONS

1. Includes normal operating hours only.
2. EXCLUDES Builder Risk Insurance or P&P Bond Policies if needed.
3. Excludes any unforeseen conditions or items not included in the Architectural drawings by Hall & Ogle Dated 5/27/25. Any changes made after said dated drawings above may reflect in pricing changes.
4. Excludes any additional scope that maybe required by the Building/Fire Departments or the municipality during the project review and approval process.
5. Owner responsible for all municipality fees.
6. Permit Fees are Included.
7. Proposal does not include a fire alarm annunciator/repeater that may be required by the AHJ.

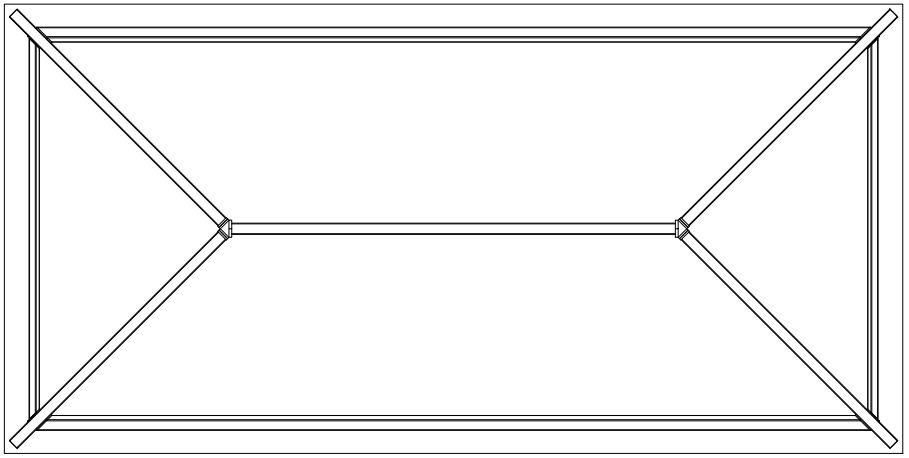
PRELIMINARY DRAWING – NOT FOR CONSTRUCTION

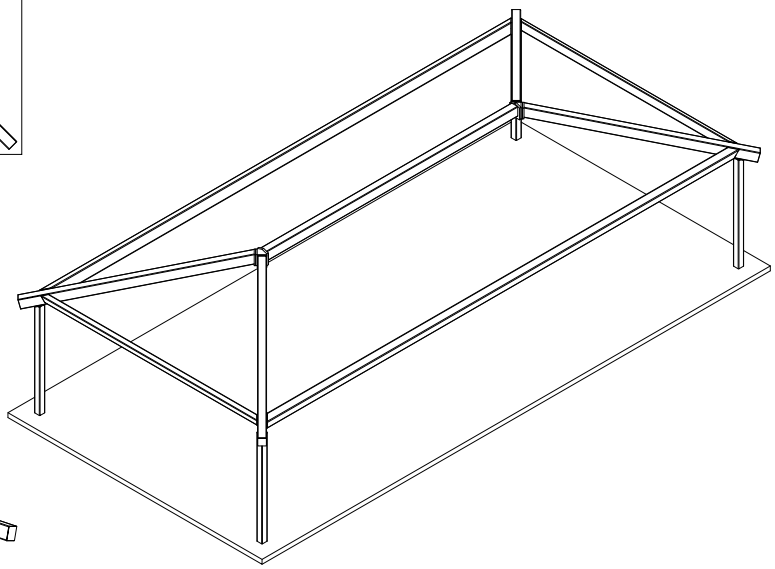


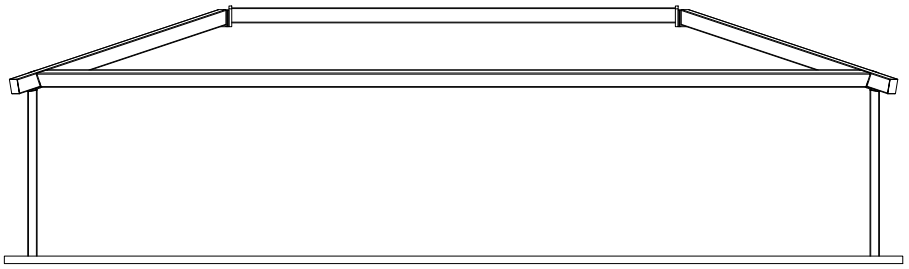




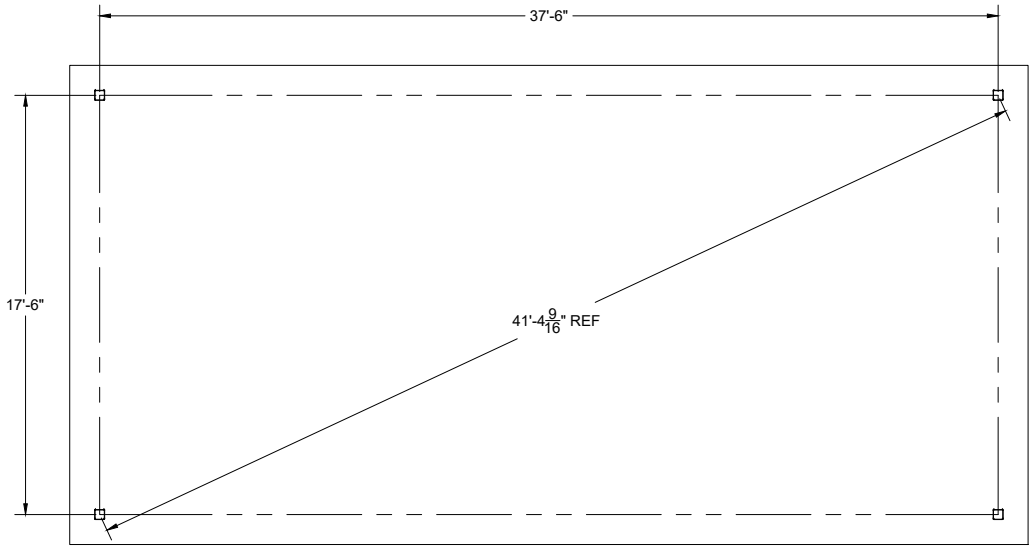
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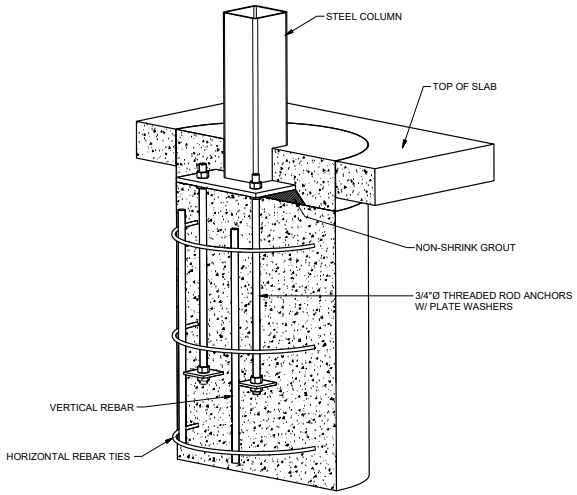






PRELIMINARY DRAWING – NOT FOR CONSTRUCTION



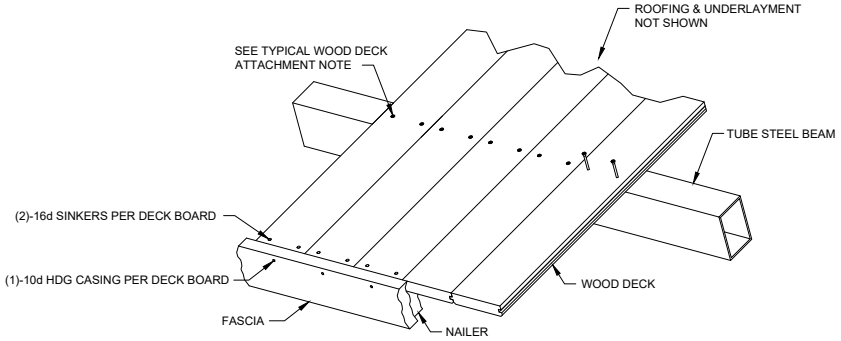


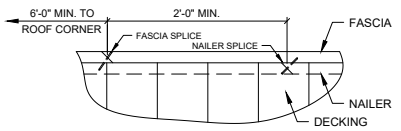
STEEL COLUMN PIER DETAIL

TYPICAL PIER DIAMETER IS BETWEEN 2'-0" AND 3'-0"±
TYPICAL PIER DEPTH IS BETWEEN 3'-6" AND 5'-6"±

ACTUAL DESIGN WILL VARY DUE TO BUILDING CODE
REQUIREMENTS AND MAY BE SUBSTANTIALLY LARGER.

PRELIMINARY DRAWING – NOT FOR CONSTRUCTION





FASCIA SPLICE DETAIL

FASCIA NOTES:

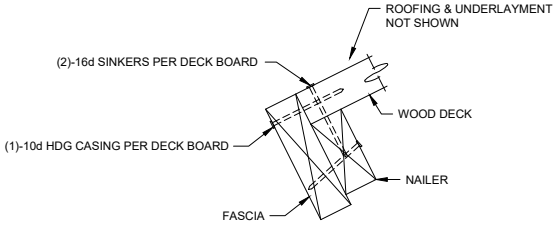
1. ALL FASCIA CORNERS AND SPLICES ARE TO BE MITERED.
2. SEE DETAIL A FOR SPLICE DETAIL.
3. ATTACH FASCIA WITH 10d HDG CASING NAILS:
   a. TO 2x4 NAILER - 24" O.C.
   b. TO ENDS OF ROOF DECKING - 1 NAIL PER DECK BOARD
   c. AT CORNERS - 2 NAILS EACH DIRECTION
   d. OTHER LOCATIONS - 24" O.C. TO ROOF DECKING

2 x 4 NAILER:

A. MITER ALL SPLICES
B. NAIL SPLICES TOGETHER WITH (2) 10d HDG CASING NAILS, DRIVE NAILS AT AN ANGLE TO AVOID PUNCHING THRU FASCIA.

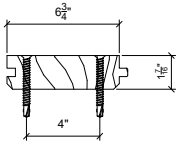
TYPICAL WOOD DECK ATTACHMENT NOTE:

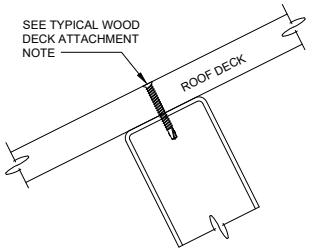
ATTACH EACH PIECE OF DECK TO EACH SUPPORT WITH (2) $\frac{1}{4}$"-20 x $2\frac{3}{4}$" SELF-DRILLING SCREWS. DRILL PILOT HOLES AS REQ'D.
ALTERNATE FASTENERS ALLOWED:
1. HILTI X-U 52 (2" LONG) FASTENERS.
2. RAMSET 1514 (2" LONG) FASTENERS.
FASTENERS MUST BE INSTALLED WITH A MANUFACTURER APPROVED FASTENING TOOL.
FASTENERS MUST PENETRATE TOP WALL OF TUBES.



FASCIA ATTACHMENT DETAIL







DECK ATTACHMENT DETAIL

PRELIMINARY DRAWING – NOT FOR CONSTRUCTION



Cox, Jennifer

Subject: City Center Pavilion - Quote Request
Attachments: PORT ORANGE_CITY CENTER SPORTS COMPLEX PAVILION_PCC PROPOSAL_ 08.06.2025.pdf; RCP Shelters Proposal #42718; City Center; Port Orange, FL

From: Ferreira, Peter
Sent: Thursday, June 26, 2025 11:48 AM
To: Joe Smullin <joe@ovationinc.net>; Kevin Flynn <pm@paulculverconstruction.com>
Cc: David O <dogle@hoarchitects.com>
Subject: City Center Pavilion - Quote Request

Good afternoon,

I am requesting a quote utilizing the small construction continuing service contract on the following project:

City Center Sports Complex Pavilion
20'x 40' pavilion, concrete slab, with sidewalks connecting to existing walking paths.

Engineered drawings are attached. David Ogle with Hall and Ogle is the architect on this project and is copied on this email.

Please let me know if you have any questions.

If possible, please return quotes by Friday, July 11th.

Have a good afternoon.

Thank you.

Recreationally,

Peter Ferreira
Deputy Director
Port Orange Parks and Recreation
pferreira@port-orange.org
386-506-5864

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

SUBJECT: (B6f) Approval of Standard Contract with Down to Earth Trucking, Inc. for demolition of the buildings at 3855, 3921, and 3925 Ridgewood Avenue

DEPARTMENT: Public Works

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve a contract with Down to Earth Trucking to demolish the structures located on city-owned property at 3855, 3921, and 3925 Ridgewood Avenue for an amount not to exceed $58,435.50 and authorize the Mayor and City Clerk to sign all necessary documents.

SUMMARY: At the November 19, 2024, City Council meeting, the City approved the purchase of 3855, 3921, and 3925 Ridgewood Avenue, located on the east side of Ridgewood Avenue between Herbert Street and Dunlawton Avenue, within the Port Orange Town Center (POTC) CRA.

In February of this year, the City completed the acquisition of these properties with the intent to demolish the existing structures and consolidate the parcels with adjacent City-owned land. The acquisition of the outparcels creates a more uniform, developable site in furtherance of the City's vision of a transformative waterfront mixed-use project that advances the goals, policies, and objectives of both the City and the CRA. The demolition of the commercial structures is in preparation of marketing the overall 11 ± acre site for future redevelopment.

Quotes for the demolition and clearing of the structures on the three properties were solicited from the following vendors:

- Down to Earth Trucking, Inc. - $58,435.50
- PSG Concrete & Excavation - $60,924.83
- Drewry Site Development, LLC - Non-Responsive

After reviewing the responses, staff recommends awarding the contract to Down To Earth Trucking Inc. to complete the demolition and clearing work. The project will commence once the necessary demolition permits are issued.



PRESENTER: Thomas DiEulio

ATTACHMENTS:

1.	Down To Earth Trucking, Inc. Standard Contract for Services	Down To Earth Trucking, Inc. Standard Contract for Services.pdf
2.	Down To Earth - Quote 1051	Down To Earth - Quote 1051.pdf
3.	PSG Concrete & Excavaton Quote 2025-27825	PSG Concrete & Excavaton Quote 2025-27825.pdf
4.	Drewry Site Development - Non Responsive	Drewry Site Development - Non Responsive.pdf
5.	Down to Earth Trucking, Inc. Submission Forms - Sunbiz, Insurance etc.	Contract Submisison Form - Sunbiz Insurance etc.pdf
6.	Human Trafficking Affidavit - Down To Earth Trucking	HTA - Down to Earth.pdf

Amanda Bonin	Created/Initiated - 08/28/2025
Thomas DiEulio	Approved - 08/28/2025
Linda Truitt	Approved - 08/29/2025
Matthew Jones	Approved - 09/05/2025
Wayne Clark	Final Approval - 09/05/2025

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2025**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **DOWN TO EARTH TRUCKING, INC.** ("Contractor"), a Florida corporation whose principal address is 745 South State Road 415, New Smyrna Beach, Florida 32168. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide the demolition of buildings located at 3855, 3921, and 3925 Ridgewood Avenue, and as more specifically described in Contractor's Estimate dated August 25, 2025, attached hereto as Exhibit "1," all of which are made a part hereof by reference and shall constitute the formal written Contract between the City and the Contractor.

(b) The time, manner and place for performance of such services shall be:

Term: The effective term of this Contract shall commence on the date this Contract is signed on behalf of the City ("Effective Date"). Work shall commence upon issuance of a written Notice to Proceed issued and executed by the City and shall continue for a period of One Hundred Eighty (180) days (the "Term").

Manner and Place: All work shall be in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed Fifty-Eight Thousand Four Hundred Thirty-Five and 50/100 Dollars ($58,435.50). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Administration*. The Public Works Director, Tom DiEulio, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

6. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.

☐	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☒	**City Manager waives Payment and Performance Bond for work under $200,000.00, unless otherwise requested by the Department Head.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

12. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects,

whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

19. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty

to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

20. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

29. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Tom DiEulio, Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5590

Contractor:
Down to Earth Trucking, Inc.
Attention: Robert S. Wines, President
1569 Martins Dairy Road
New Smyrna Beach, Florida 32168
(386) 478-1588 – Telephone
downtoearthtrucking@yahoo.com – E-Mail

475 South State Road 415
New Smyrna Beach, Florida 32168

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

31. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Witnesses:

DOWN TO EARTH TRUCKING, INC.

_____

Printed Name:_____

By:_____

Robert S. Wines, President

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

.

_____

Printed Name:_____

Date:_____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Contractor's Quote

Consisting of 2 Pages

Down to Earth Trucking Inc
1569 Martins Dairy Rd
New Smyrna Beach, FL
32168-9218 USA
3864781588
downtoearthtrucking@yahoo.com

Estimate

ADDRESS
City Of Port Orange 1000 City Center circle Port Orange, FL 32129

ESTIMATE #	DATE	
1051	08/25/2025	

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	demolition	3925 Ridgewood Ave-house and gutter shop removed, all concrete and slabs removed, all asphalt parking and driveways removed, brush and brazilin peppers removed, chain link fence behind the house removed.	1	30,956.00	30,956.00
	demolition	3855 Ridgewood Ave-bike shop removed, all concrete and slabs removed, all asphalt parking and driveways removed, brush and brazilin peppers removed.	1	17,689.50	17,689.50
	demolition	3921 Ridgewood Ave-mower shop removed, all concrete and slabs removed, all asphalt parking and driveways removed, brush and brazilin peppers removed. Estimate Includes: Utilities to be notified and marked, demolition permit, asbestos survey, lots to be fenced off when doing the demolition and disturbed areas on lots to be graded out and seed and hayed. Estimate Does Not Include: Asbestos abatement if asbestos is found on asbestos survey. No trees to be removed off any of the 3 lots. Any unforeseen that were not visible at time of estimate.	1	9,790.00	9,790.00

SUBTOTAL	58,435.50
TAX	0.00
TOTAL	**$58,435.50**

Accepted By

Accepted Date

Down to Earth Trucking Inc
1569 Martins Dairy Rd
New Smyrna Beach, FL
32168-9218 USA
3864781588
downtoearthtrucking@yahoo.com

Estimate

ADDRESS
City Of Port Orange 1000 City Center circle Port Orange, FL 32129

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	demolition	3855 Ridgewood Ave-bike shop removed, all concrete and slabs removed, all asphalt parking and driveways removed, brush and brazilin peppers removed.	1	17,689.50	17,689.50
	demolition	3921 Ridgewood Ave-mower shop removed, all concrete and slabs removed, all asphalt parking and driveways removed, brush and brazilin peppers removed. Estimate Includes: Utilities to be notified and marked, demolition permit, asbestos survey, lots to be fenced off when doing the demolition and disturbed areas on lots to be graded out and seed and hayed. Estimate Does Not Include: Asbestos abatement if asbestos is found on asbestos survey. No trees to be removed off any of the 3 lots. Any unforeseen that were not visible at time of estimate.	1	9,790.00	9,790.00

SUBTOTAL	58,435.50
TAX	0.00
TOTAL	**$58,435.50**

Accepted By

Accepted Date

PSG Concrete & Excavation, LLC

2101 Stratford Drive
Deland, FL 32724 US
kwood@psgconcrete.com

Estimate

ADDRESS	SHIP TO	SHIP VIA		ESTIMATE	
City of Port Orange 100 City Center Circle Port Orange, Florida 32129	City of Port Orange 407 Virginia Ave Public Works Department Port Orange, Florida 32129		Demolition Services	DATE EXPIRATION DATE	2025-27825 08/27/2025 09/15/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Demolition & removal of 1858 SQFT Residential building located behind 3925 S. Ridgewood Avenue Port Orange, FL 32119 including foundation, sidewalk and patio.	1	13,864.28	13,864.28
	Services	Asbestos Survey for 3925 residential building Pricing DOSE NOT Asbestos abatement, Security Fencing If needed, or secondary mobilization.	1	4,330.00	4,330.00
	Services	Demolition & removal of 3,496 SQFT Commercial Building located at 3925 S. Ridgewood Avenue Port Orange, FL	1	20,007.15	20,007.15
	Services	Asbestos Survey for 3925 commercial building Pricing DOSE NOT include, Slab removal, Asbestos abatement, Security Fencing If needed, or secondary mobilization.	1	4,330.00	4,330.00
	Services	Demolition & removal of 2,122 SQFT Commercial Building located at 3921 S. Ridgewood Ave Port Orange, FL	1	14,063.40	14,063.40
	Services	Asbestos Survey for 3921 S Rdidewood. Pricing DOSE NOT include, Slab removal, Asbestos abatement, Security Fencing If needed, or secondary mobilization.	1	4,330.00	4,330.00

Accepted By

SUBTOTAL	60,924.83
TAX	0.00
TOTAL	**$60,924.83**

Frey, Denyce Drewry - non-responsive

From: Frey, Denyce
Sent: Friday, August 29, 2025 12:46 PM
To: Collin Drewry; DiEulio, Thomas
Cc: Gwinn "Donna" Ward; Kyle O'Donnell; Scott Drewry; Dessoye, Derick; Bids Drewry Site
Subject: RE: Demolition Estimate

Hello Collin,

I did not receive your estimate within the time frame requested so I will have to count you as "non-responsive". The city is on a tight timeline for this type of work and timely responses are required.

This is the second time we have counted Drewry Site Development as non-responsive.

Thank you,

Denyce Frey

From: Collin Drewry <collin@drewrysite.com>
Sent: Thursday, August 28, 2025 12:58 PM
To: Frey, Denyce <DFrey@port-orange.org>
Cc: Gwinn "Donna" Ward <info@drewrysite.com>; Kyle O'Donnell <estimatingasst@drewrysite.com>; Scott Drewry <scott@drewrysite.com>; Dessoye, Derick <ddessoye@port-orange.org>; Bids Drewry Site <bids@drewrysite.com>
Subject: [EXT] Re: Demolition Estimate

Good Afternoon,

We should be able to accommodate this request.

Best regards,
Collin

Collin Drewry

Drewry Site Development LLC
400 Venture Dr. Suite F
South Daytona, FL 32119

Office: 386.313.3220
Cell: 386.235.7254
Email: Collin@DrewrySite.com

DREWRY
SITE DEVELOPMENT

From: Frey, Denyce <DFrey@port-orange.org>
Sent: Thursday, August 28, 2025 12:39 PM
To: Collin Drewry <collin@drewrysite.com>
Cc: Gwinn "Donna" Ward <info@drewrysite.com>; Kyle O'Donnell <estimatingasst@drewrysite.com>; Scott Drewry <scott@drewrysite.com>; Dessoye, Derick <ddessoye@port-orange.org>; Bids Drewry Site <bids@drewrysite.com>
Subject: RE: Demolition Estimate

Good afternoon Collin,

I am just following up on the status of your estimate. I must have it no later than the 29th, at noon please.

Thank you,

Denyce Frey

From: Collin Drewry <collin@drewrysite.com>
Sent: Tuesday, August 26, 2025 8:07 AM
To: Frey, Denyce <DFrey@port-orange.org>
Cc: Gwinn "Donna" Ward <info@drewrysite.com>; Kyle O'Donnell <estimatingasst@drewrysite.com>; Scott Drewry <scott@drewrysite.com>; Dessoye, Derick <ddessoye@port-orange.org>; Bids Drewry Site <bids@drewrysite.com>
Subject: [EXT] Re: Demolition Estimate

Good Morning, Denyce

We would be happy to provide pricing for the demolition of each property.

Best regards,
Collin

Collin Drewry

Drewry Site Development LLC
400 Venture Dr. Suite F
South Daytona, FL 32119

Office: 386.313.3220
Cell: 386.235.7254
Email: Collin@DrewrySite.com

DREWRY
SITE DEVELOPMENT

From: Gwinn "Donna" Ward <info@drewrysite.com>
Sent: Monday, August 25, 2025 4:55 PM
To: Scott Drewry <scott@drewrysite.com>; Kyle O'Donnell <estimatingasst@drewrysite.com>; Collin Drewry <collin@drewrysite.com>
Subject: FW: Demolition Estimate

From: Frey, Denyce <DFrey@port-orange.org>
Sent: Monday, August 25, 2025 4:54 PM
To: Gwinn "Donna" Ward <info@drewrysite.com>
Cc: Dessoye, Derick <ddessoye@port-orange.org>
Subject: Demolition Estimate

Good afternoon,

Would you be interested in providing a quote for the demolition of:

3925 Ridgewood Ave – house and gutter shop – demo buildings and remove all concrete including slabs.

3855 Ridgewood Ave – bike shop – demo building, remove all concrete including slabs, asphalt parking lot and driveways. Remove all brush.

3921 Ridgewood Ave – mower shop - demo building, remove all concrete including slabs, asphalt parking lot and driveways. Remove all brush.

You may exclude asbestos abatement, if found on the asbestos survey and any tree removal.

Please provide a cost for each property on one estimate with the grand total for all three.

If you wish to visit the site, Derick can meet up there.

Thank you,

Denyce Frey
Administrative Supervisor
City of Port Orange
Public Works Department
386-506-5752

Contract Submission Form: **Down to Earth Trucking, Inc.**

Piggyback Agreement : Piggyback Agreements go onto the Contract Management agenda and do not require City Council approval, unless otherwise advised by City Manager or Department Head. The information required is the same documentation that is required for our formal solicitation, but from the originating agency you are piggybacking (City, County, other Governmental Entities). **Please note that you will have to ensure that the Contract you are wanting to Piggyback, is allowed by the originating entity. Some agencies do not allow Piggybacking.**

Provide the following information:

- *Scope of Work – **MUST conform to originating Entities Contract/Solicitation/Supporting Documentation***
- *Term of Contract*
- *Number of Renewals, if any*
- *Contract Amount*
- *Specify if Contract will be for fiscal year, annually, or by appropriated budget.*
- *Specify if Contract will be by Purchase Order, Notice to Proceed, or initiated by Task Authorizations.*
- *Certificate of Insurance/Waiver, if applicable: **Not reviewed by Legal. Questions regarding insurance and waivers should be directed to Risk Management.***
- *Bond if required / Bond Waiver, if applicable*
- *Vendor information and include phone, fax and e-mail information*
- *Vendor Professional License and FEIN, if applicable*

Additional requirement:

Affidavit Re: Human Trafficking

Scope: See page 2
Terms: 90 days from Notice to Proceed – it be issued once permit is in place. PO
Contract Amount: $58,435.50
Insurance: ~~requested – pending receip~~t attached
Bond: none

Vendor Information: #289
Robert S. Wines, President
1569 Martins Dairy Rd
New Smyrna Beach, FL 32168-9218
386-478-1588
Downtoeathertrucking@yahoo.com

SCOPE:

Demolition of the following:

3925 Ridgewood Ave – house and gutter shop – demo buildings and remove all concrete including slabs.

3855 Ridgewood Ave – bike shop – demo building, remove all concrete including slabs, asphalt parking lot and driveways. Remove all brush.

3921 Ridgewood Ave – mower shop - demo building, remove all concrete including slabs, asphalt parking lot and driveways. Remove all brush.

Include: Permitting fees, grading and seeding of disturbed areas, with hay as needed.

Asbestos abatement, if found on the asbestos survey, will be addressed separately. No tree removal is required.

Detail by Entity Name

Florida Profit Corporation
DOWN TO EARTH TRUCKING, INC.

Filing Information

Document Number	P99000037397
FEI/EIN Number	59-3574304
Date Filed	04/21/1999
Effective Date	04/15/1999
State	FL
Status	ACTIVE

Principal Address

475 SOUTH STATE ROAD 415
NEW SMYRNA BEACH, FL 32168

Changed: 09/05/2006

Mailing Address

1569 Martins Dairy Rd
NEW SMYRNA BEACH, FL 32168

Changed: 04/14/2016

Registered Agent Name & Address

WINES, SANDI J
1569 MARTINS DAIRY RD
NEW SMYRNA BEACH, FL 32168

Address Changed: 09/05/2006

Officer/Director Detail

Name & Address

Title VS

WINES, SANDI J
1569 MARTINS DAIRY RD
NEW SMYRNA BEACH, FL 32168

Title P

WINES, ROBERT S
1569 MARTINS DAIRY RD
NEW SMYRNA BEACH, FL 32168

Annual Reports

Report Year	Filed Date
2023	02/22/2023
2024	04/01/2024
2025	04/08/2025

Document Images

04/08/2025 -- ANNUAL REPORT	View image in PDF format
04/01/2024 -- ANNUAL REPORT	View image in PDF format
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04/21/1999 -- Domestic Profit	View image in PDF format

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 3048895

DATE (MM/DD/YYYY): 08/29/2025

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

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

PRODUCER	CONTACT NAME:	
AON RISK SERVICES SOUTH, INC 3550 LENOX ROAD NORTHEAST, SUITE 1700 ATLANTA, GA 30326	PHONE (A/C, No, Ext): 844-398-0470	FAX (A/C, No):
	E-MAIL ADDRESS: certs@peoplease.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indemnity Insurance Company of North America	43575
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Down to Earth Trucking, Inc.
1569 Martins Dairy Rd
New Smyrna Beach, FL 32168

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	C72818763	12/31/2024	01/01/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

City of Port Orange
1000 City Center Circle
Port Orange FL 32129

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Workers' Compensation and Employers' Liability Policy

Named Insured Down to Earth Trucking, Inc. 1569 Martins Dairy Rd New Smyrna Beach, FL 32168	Endorsement Number Policy Number Symbol: WLR Number: C72818763
Policy Period 12/31/2024 TO 01/01/2026	Effective Date of Endorsement 08/29/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

City of Port Orange

1000 City Center Circle

Port Orange, FL 32129

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Patti D. Otanez

Authorized Agent

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2025

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

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

PRODUCER	CONTACT NAME: Ginger Cameron	
Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	PHONE (A/C, No, Ext): (386) 265-6110	FAX (A/C, No):
	E-MAIL ADDRESS: ginger.cameron@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED Down To Earth Trucking Inc 1569 Martins Dairy Rd. New Smyrna Beach FL 32168	INSURER B : Southern-Owners Insurance Company	10190
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		3AA918787	07/18/2025	07/18/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EZXS3208869	07/18/2025	07/18/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Pollution Liability			CPLMOL133070	08/01/2025	08/01/2026	Pollution Limit: Deductible:	$2,000,000 $1,000

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

City of Port Orange is an additional insured with respect to General Liability if required by written contract.

CERTIFICATE HOLDER

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	Down To Earth Trucking Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Coverage: Inland Marine
Policy Number: 216082-72269662-25
Insurer B: Southern-Owners Insurance Company
Policy Term: 03/12/2025 - 03/12/2026
Scheduled Equipment: $287,000
Dedutible: $1,000

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MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium:	$Included (Check box if fully earned ☒)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF Florida §
§
COUNTY OF Volusia §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Sandi Wines. I am over the age of Twenty-one years old. I am the VP (Title) of Down TO Earth Trucking Inc. (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: 9/3, 2025

Signed: [signature]
Print Name: Sandi J. Wines
Title: VP

SUBSCRIBED AND SWORN before me by means of [✓] physical presence or [ ] online notarization on the 3rd day of September, 2025 by Sandi J Wines as VP on behalf of Down TO Earth Trucking who is personally known to me or who has produced _____ as identification.

[signature]
Notary Public, State of Florida
Printed name, commission and expiration of commission term

(Notarial Seal)
JULIE MAHONE
Notary Public
State of Florida
Comm# HH711126
Expires 9/23/2029

SKB.7.8.2024. Rev. 9.6.2024
CA7985

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

SUBJECT: (B7) Request for Additional Set-Up and Take-Down Days for the Home Depot Christmas Tree Sale Minor Special Event

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the requested additional set-up and take-down days, beyond the three-day limit allowed by the Code of Ordinances, for the Special Event at Home Depot, 1551 Dunlawton Avenue.

SUMMARY: The Home Depot, located at 1551 Dunlawton Avenue, has requested a Minor Special Event Permit for its annual Christmas tree sale event. Minor Special Events are approved administratively by staff. However, City Council approval is required for the additional days requested for set-up and take-down. The requested timeframe for set-up and take-down (tent installation and removal, temporary electrical connections, tree and decoration set-up, and site clean-up) for this Special Event exceeds the three-day limit allowed by the Code of Ordinances before and after an event. In accordance with Chapter 58, Article III, Special Events, Section 58-53(h) of the Code of Ordinances, City Council may approve an extended timeframe for event set-up and take-down that exceeds three days before and after a Special Event.

The Code of Ordinances states that Special Events associated with a legal holiday or seasonal event, such as spring landscaping, Christmas tree sales, Halloween pumpkin sales, or fireworks sales, shall not exceed forty (40) consecutive calendar days. In addition, Special Events are limited to three (3) days prior to the event for set-up and three (3) days after the event for take-down.

The Home Depot Christmas Tree Special Event will run from Saturday, November 15, 2025 through Wednesday, December 24, 2025 (39 days), with daily hours of operation from 8:00 AM to 9:00 PM. Tent and sales area set-up is proposed to begin on Friday, October 24, 2025, and be completed by Thursday, November 14, 2025 (21 days). Take-down is proposed to be completed by Friday, January 2, 2026 (9 days). As a condition of the Special Event permit, in the event of an approaching hurricane or tropical storm, the tent must be dismantled and all merchandise secured.

According to Home Depot, the request for up to 21 days prior to the Special Event for set-up and 9 days after for take-down and clean-up is based on operational logistics, including tent and electrical installation and inspection, the set-up of trees, Home Depot's internal procedures for preparing and closing the site for sales, and scheduling

take down of the tent.

The Special Event area will be located on the south side of the Home Depot Garden Center, as it has been in prior years. The proposed setup will not impact any drive aisles within the site or access to the store and will generally be screened from Dunlawton Avenue.

The proposed event has been reviewed by staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development. The applicant is not requesting additional City resources.



Location map of Home Depot's Christmas tree sales tent

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

Penelope Cruz	Created/Initiated - 08/14/2025
Tim Burman	Approved - 08/24/2025
Shannon Balmer	Approved - 09/04/2025
Wayne Clark	Final Approval - 09/05/2025

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

SUBJECT: (B8) Request for Additional Set-Up and Take-Down Days for the Lowe's Christmas Tree Sale Minor Special Event

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the requested additional set-up and take-down days, beyond the three-day limit allowed by the Code of Ordinances, for the Special Event at Lowe's, 1751 Dunlawton Avenue.

SUMMARY: The Lowe's, located at 1751 Dunlawton Avenue, has requested a Minor Special Event Permit for its annual Christmas tree sale event. Minor Special Events are approved administratively by staff. However, City Council approval is required for the additional days requested for set-up and take-down. The requested timeframe for set-up and take-down (tent installation and removal, temporary electrical connections, tree and decoration set-up, and site clean-up) for this Special Event exceeds the three-day limit allowed by the Code of Ordinances before and after an event. In accordance with Chapter 58, Article III, Special Events, Section 58-53(h) of the Code of Ordinances, City Council may approve an extended timeframe for event set-up and take-down that exceeds three days before and after a Special Event.

The Code of Ordinances states that Special Events associated with a legal holiday or seasonal event, such as spring landscaping, Christmas tree sales, Halloween pumpkin sales, or fireworks sales, shall not exceed forty (40) consecutive calendar days and limited to three (3) days prior to the event for set-up and three (3) days after the event for take-down.

The Lowe's Christmas tree sales event will run from Saturday, November 15, 2025 through Wednesday, December 24, 2025 (39 days), with daily hours of operation from 8:00 AM to 9:00 PM. Tent and sales area set-up is proposed to begin on Friday, October 24, 2025, and be completed by Thursday, November 14, 2025 (21 days). Take-down is proposed to be completed by Friday, January 2, 2026 (9 days). As a condition of the Special Event permit, in the event of an approaching hurricane or tropical storm, the tent must be dismantled and all merchandise secured.

According to Lowe's, the request for up to 21 days prior to the Special Event for set-up and 9 days after for take-down and clean-up is based on operational logistics, including tent and electrical installation and inspection, the set-up of trees, Lowe's internal procedures for preparing and closing the site for sales, and scheduling take down of the

tent.

The Special Event area will be located in the parking area in front of the Lowe's Garden Center. The proposed setup will not impact any of the major drive aisles within the site or access to the store and will generally be screened from Dunlawton Avenue and Yorktowne Boulevard.

The proposed event has been reviewed by staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development. The applicant is not requesting additional City resources.



Location map of Lowe's Christmas tree sales tent

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

Penelope Cruz	Created/Initiated - 08/14/2025
Tim Burman	Approved - 08/24/2025
Shannon Balmer	Approved - 09/04/2025
Wayne Clark	Final Approval - 09/05/2025

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

SUBJECT: (B9) Approval and Ratification of the National Association of Government Employees (NAGE) Collective Bargaining Agreement

DEPARTMENT: Human Resources

GOAL: 1 - Public Safety
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the FY2026-2028 Full Contract with the National Association of Government Employees (NAGE).

SUMMARY: The City and the National Association of Government Employees (NAGE) have negotiated a three-year Collective Bargaining Agreement covering Fiscal Year 2025/2026 - Fiscal Year 2028/2029.

On September 9, 2025, the City received notification that the NAGE members voted in favor of this agreement. In order to ratify this agreement, the City Council must also vote in favor of the proposed changes.

Staff has attached a summary of the major changes to the contract.

PRESENTER: Michelle Olk

ATTACHMENTS:

1.	SUMMARY OF CHANGES 2025-2028	SUMMARY OF CHANGES 2025-2028 .docx
2.	NAGE Agreement 2025-2028 Final SIGNED	NAGE Agreement 2025-2028 Final SIGNED.pdf

Meghan Meyer	Created/Initiated - 08/14/2025
Michelle Olk	Approved - 08/28/2025
Linda Truitt	Approved - 08/28/2025
Matthew Jones	Approved - 09/09/2025
Wayne Clark	Final Approval - 09/11/2025

Summary/Highlights of 3-year Contract with NAGE

Mandatory Topics of Bargaining		
Item	Description	Article referenced
Term of Contract	3 years	n-a
Wages	FY2025-2026 – 4% to base wages FY2026-2027 – 4% to base wages FY2027-2028 – 4% to base wages	Article 30
	Added an article to separate Specialty pay article from wages article; added a table to specify eligibility, amounts, and maximums	Article 31
	Added NAGE position categories from Civil Service Policy 1-31 into the contract where the information belongs.	Article 31
	Clarified language on Shift differentials	Article 30
Hours	Clarification of time counted/not counted toward overtime calculations	Article 16
Employee Conduct	Progressive discipline procedures clarified	Article 14
	Requirement that City-issued uniforms and PPE are required to be worn	Article 24
Working Conditions	Update due to statutory changes, Dues Deduction	Article 7
	Clarified and updated Internal Investigations procedures	Article 11
	Add the day after Christmas as a holiday	Article 16
	Updated Bereavement article with 2024 MOU language	Article 20
	Updated Drug and Alcohol testing to establish City Policy governs	Article 25
	Insurance – updated section to reflect City-provided life insurance and health insurance	Article 27
	Updated section on Training Reimbursement	Article 28
Non-mandatory topics		
	Addition of Definitions section to the contract	Article 3

AGREEMENT BETWEEN CITY OF PORT ORANGE, FLORIDA
AND
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL 5000

PERC Certification #1904

October 1, 2025 through September 30, 2028

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ARTICLE 1

AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE City of Port Orange, hereinafter referred to as the "City", and the National Association of Government Employees (NAGE), hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, This Agreement reduces to writing the understandings of the City and the Association to comply with the requirements contained in Chapter 447, Florida Statutes, as amended; and

WHEREAS, This Agreement is designed to provide for an equitable and feasible procedure for the resolution of differences concerning the enforcement of this Agreement in accordance with grievance procedures contained herein; and

WHEREAS, This Agreement is entered into to promote a harmonious relationship between the Association and the City and to encourage more effective employee service in the public interest; and

WHEREAS, The Association understands that the City is engaged in furnishing essential public service which affects the health, safety and welfare of the general public, and the Association recognizes the need to provide continuous and reliable service to the public; therefore, it is hereby agreed:

ARTICLE *2*

ASSOCIATION RECOGNITION

2.1 The City recognizes the Association as the exclusive collective bargaining representative for those employees in the bargaining unit, as defined in PERC Certification #1904, dated January 5, 2017, as amended.

ARTICLE 3
DEFINITIONS

For the purposes of this contract, the following definitions are mutually agreed upon specifications and/or clarifications for frequently used terms made throughout this document. This is not an exhaustive list of all terms used and/or defined throughout this Agreement.

BUSINESS DAY
Monday through Friday, 8-5, excluding weekends and holidays.

CALENDAR DAYS
Each and every day of the calendar year including weekdays, weekends, and holidays.

CITY MANAGER
Any reference to City Manager shall be interpreted to include “and/or the City Manager’s designee”.

HOLIDAY PAY
Holiday pay is provided for all eligible employees on holidays designated as City holidays.

HOURS OF WORK
Forty (40) hours in a seven (7) day period shall constitute a standard work week for an employee covered by this Agreement, except as hereinafter provided.

INCENTIVE PAY
Pay provided in addition to base pay to incentivize and motivate individuals to obtain preferred certificates, licenses, or and other additional qualifications for a particular job or class of jobs.

NON-PRODUCTIVE HOURS
Hours that are neither worked, nor counted toward the calculation of overtime.

OVERTIME PAY
Pay to non-exempt employees at the rate of time and one-half (1 ½) their regular hourly rate of pay for hours worked in excess of forty (40) hours in any standard work week. Exempt employees are not eligible for overtime pay.

PREMIUM RATE
Premium rate is the rate of one and one-half the regular hourly rate of pay.

PRODUCTIVE HOURS
Hours worked and counted toward the calculation of overtime.

SCHEDULED OVERTIME

Additional hours scheduled contiguous with the employee's normal work time, normally scheduled ahead of time by which the employee is provided more than eight (8) hours of notice. Scheduled overtime is compensated at a rate of time and one-half (1 ½) if the employee has exceeded forty (40) hours in the work week.

SPECIALTY PAY

Compensation provided for required Certificates, licenses, or other additional qualifications obtained for the purpose of qualifying for specialized job duties.

STANDARD WORK WEEK

The standard work week is Monday through Sunday.

Saturdays, Sundays, and holidays on which City Hall is closed, shall not be considered "working days" even if work is assigned or performed on these days.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 The Association recognizes that it is the function of management to determine and direct the policies and mode and method of providing its services without any interference in the management and conduct of the City's operations.4.2 The City shall continue to exercise the exclusive right to take any action, not in conflict with provisions of this Agreement or in conflict with any federal or state law, it deems necessary or appropriate in the management of its operations and the direction of its work force. The City expressly reserves all rights, powers and authority customarily exercised by management, which the City has not expressly modified or delegated by express provisions of this Agreement or by federal or state law. Nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the City's right to alter, re-arrange, or change, extend, limit or curtail its operation or any part thereof unless specifically addressed in this Agreement, nor should this article be interpreted to be a waiver of any right of the Association or the members of the Association.

4.3 The City shall have the following express management rights, without limitation, and unless such rights are specifically limited and in direct conflict with this Agreement:

1. To determine the size and composition of the work force, including the number and composition of employees assigned to any particular operations, shift or turn;
2. Create, expand, reduce, assign, or cease any job;
3. To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed;
4. To hire, rehire, and promote employees;
5. To fill any job on an emergency or interim basis;
6. To reward or reprimand, discharge or otherwise To discipline an employee for just cause;
7. To evaluate, maintain, and/or improve the efficiency of employees;
8. To create, abolish, or change job classifications and to determine job content and minimum qualifications for job classifications, and the amount and type of work to be performed;
9. To determine the assignment of work and to schedule the hours and days to be worked on each job and each shift unless contrary to a specific provision of this Agreement;
10. To discontinue, temporarily or permanently, in whole or in part, its operations, and to transfer or assign all or any part of its operations to new facilities;
11. To require an employee at the City's expense, to take a physical or mental examination on an annual basis or more frequently if the City has reasonable cause to believe there is a health problem which impairs the employee's ability to perform his/her job or which appears to threaten the safety of the employee, other employees or the general public. If these findings may result in a job action, the employee, at his own expense, may obtain a second opinion, given by a health service or a physician or psychiatrist selected by the City;

12. To determine the location, method, means and personnel by which operations are to be conducted, including the right to· contract and sub- contract existing and future work;
13. To establish, maintain and enforce, or rescind, amend, or change, reasonable rules and regulations and standard operating procedures, it being understood that such rules and regulations shall not be in direct conflict with any provision of this Agreement in accordance with State law;
14. To determine work schedules, work cycles, starting and quitting times, and the number of hours and shifts to be worked unless contrary to a specific provision of this Agreement;
15. To introduce new, different, or improved methods, means and processes of conducting the operation, transportation, maintenance, and service of the City;
16. To set procedures and standards to evaluate City employees job performance including the formulation and/or amendment of job descriptions;
17. To determine the work to be performed during the employee's regular workday and require that all work be performed in a satisfactory and manner;
18. To assign overtime work in accordance with provisions of this Agreement.

4.4 The City reserves and retains in full and completely any and all management rights, prerogatives and privileges, except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement and has no obligation to bargain over the decision to exercise such right, prerogatives and privileges, or the effect of such decisions unless the changes involve changes in the terms and conditions of employment which must be negotiated with the Association.

4.5 The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

4.6 The City, subject to State law, has the sole authority to determine its purpose and mission and the amount and allocation of the budget.

4.7 If, in the sole discretion of the City, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricanes or other weather conditions, or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency except for the economic provisions.

4.8 It is agreed that every incidental duty connected with operations, enumerated in job descriptions, is not always comprehensive and the employees, at the discretion of the City, may be required to perform duties not within their specific job descriptions as related to the objectives and mission of the employee's particular Department.

ARTICLE 5
EMPLOYEE RIGHTS

5.1 The parties hereto agree not to interfere with the right of any employee to become a member of the Association, withdraw from membership from the Association, or refrain from becoming a member of the Association.

5.2 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, not including arbitration, as defined in that Section available under this Agreement, without representation by the Association. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his immediate supervisor or other Departmental Official without the intervention of the Association, provided that the immediate supervisor or other Departmental Officer agrees to discuss and/or attempt to resolve the matter.

5.3 In matters involving a formal grievance filed pursuant to the grievance Article of this Agreement, the Association shall be given the right to be present at any meeting called for the resolution of such grievance.

5.4 The Association's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the Association from exercising the same in some other way not in conflict with the express provisions of this Agreement.

5.5 There should be no discrimination against any employee by reason of Employee Organization membership or activity.

5.6 The City agrees that it is the right of bargaining unit employees to participate in the following activities off the clock, subject to the City's policies and applicable state laws:

1. To engage in protected concerted activity;
2. To hold office within the Association and to represent other members of the Association before representatives of the City on Association matters;
3. To author articles for the Association's newsletter or the Association's flyers;
4. To participate in political screenings, political endorsements and/or political activities of the Association;
5. To speak to local, state, or federal elected officials concerning Association concerns or issues;
6. To participate as a member of the Association's negotiation team or any other committee of the Association;
7. To appear in political or informational flyers;
8. To speak to citizens and/or civic groups about Association concerns or issues;
9. To participate in media press conferences and press statements concerning Association concerns or issues;

10. To inspect his/her official personnel file in accordance with Florida Statutes, with the right to make duplicate copies, at their own expense, of any item contained in their official personnel file.

This list is not considered to be all inclusive but includes examples of the rights that the employees of this bargaining unit maintain in addition to other rights given to them by local ordinances and state and federal laws.

ARTICLE 6
STRIKES AND LOCKOUTS

6.1. The Association and bargaining unit members shall have no right to instigate, promote, sponsor, engage in, or condone any work stoppage, boycott, slow-down, strike, intentional disruption of City operations, or to withhold services for any reason. Each employee who holds a position in the Association also occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article, the strike prohibition of Section 447.505, Florida Statutes, and the Constitution of the State of Florida, Article I, Section 6.

6.2. The Association's officers, agents, stewards and other representatives agree that it is their continuing obligation and responsibility to promote compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by other City employees; and including their responsibility, in the event of breach of this Article or the law by other City employees; and upon the request of the City, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

6.3 In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all employees who violated any provision of the law prohibiting strikes or this Article may be disciplined, up to and including discharge, by the City. Any such action by the City pursuant to this Section shall not be givable or abatable under the provisions of the grievance and arbitration procedures of this contract, except to determine if violations, in fact, occurred.

6.4 The circuit courts of this State shall have jurisdiction to enforce the provisions of this Section by ex-parte injunction and contempt proceedings, if necessary.

6.5 For the purpose of this Article, it is agreed that the Association shall be responsible and liable for any act committed by any of their officers, agents, and/or representatives, which act constitutes a violation of State law, City ordinance, or policy, or the provisions herein. In addition to all other rights and remedies available to the City under State law, in the event of a breach of the provisions herein, the City shall have the right, without further notice, to suspend this Collective Bargaining Agreement.

6.6 The parties mutually agree that there will be no lockouts for the duration of this Agreement.

ARTICLE 7
DUES DEDUCTION

7.1 Per Senate Bill 256, enacted into law May 9, 2023 and effective July 1, 2023, public employees who desire to be dues paying members of the Association may sign and date a membership authorization form available from the Association. The Association will collect dues from individuals per the Association's current process.

ARTICLE 8

ASSOCIATION REPRESENTATIVES AND ACTIVITIES

8.1 The Association shall be represented by its President or his/her designee.

8.2. The Association shall notify the City Human Resources Director in writing of the name of the President or his/her designee. It shall be the responsibility of the Association to immediately notify the City's Human Resources Director and the City Manager in writing of any change in the designation of President or his/her designee. The Association shall notify the City of the NAGE Unit Representatives and/or Alternate Representatives.

8.3. The employee or Association shall not engage in Union business of any kind, including solicitation of membership during work time. An Employee Representative of the Association, designated in writing by the President, shall be permitted reasonable access to all Department locations at reasonable times during a working day for investigating grievances; provided the City is first notified of the investigations, and provided further that such absence would not unduly hamper the operation where the Representative or steward is employed or result in any overtime payments.

8.4. Bargaining unit members will be allowed to use accrued personal leave to attend local and state seminar functions of the Association subject to approval and appropriate staffing. Time off must be requested a minimum of 48 hours in advance. Attendance at union seminars and other functions shall be at the employee's own expense.

8.5. The President and two (2) members of the Association negotiating committee (employees of the City) shall be permitted to attend the City Council meeting where final action is scheduled to be taken on approval (or rejection) of this Collective Bargaining Agreement and its successor, without loss of pay.

8.6. Two (2) members of the designated negotiating team shall be allowed to attend negotiation sessions that occur within their normal duty hours without a loss of pay. Time spent attending negotiations sessions are productive.

ARTICLE 9
LABOR MANAGEMENT COMMITTEE

9.1. There shall exist a Labor Management Committee which shall consist of two (2) members who shall be designated, in writing, by the Association and two (2) members who shall be designated by the City.

9.2. The Labor Management Committee may meet on a semi-annual basis, or more or less often by mutual consent; and such meetings will be held during working hours. The purpose of these meetings shall be to discuss problems and subjects of mutual concern; however, the Committee shall not engage in collective bargaining or the resolution of any grievances. This Committee is to serve in an advisory capacity only.

ARTICLE 10
BULLETIN BOARDS

10.1 The Association shall be provided with partial use of existing City bulletin boards as space permits. In lieu of the space provided on the City's current bulletin boards, the Association, if so desires, may provide a bulletin board of standard size, not to exceed two (2) square feet for its own exclusive use in keeping with the décor of the above locations and with the approval of the respective Department Director.

10.2 The Association agrees that it shall use its space on bulletin boards to post only the following:

A. Basic Association contact Information (i.e., organization phone number, website)
B. Notice of Association Meetings
C. Basic Association contact Information (i.e., organization phone number, website)
D. Association Elections of Officers (not including representation elections)
E. Reports of Association Committees
F. Ruling and Policies of the Association
G. Recreational & Social Affairs of the Association
H. Notices of Meetings by Public Bodies
I. Notices of Ratification Meetings
J. Contract Administration

10.3 In no event shall the Bulletin Boards be used to post political material or controversial material which adversely reflects upon the City of Port Orange, its independent agencies, its employees, elected officials, or any labor organization among its employees.

10.4 All Association materials placed on the Bulletin Boards shall be signed by the Association representative or his designee, and copies of the material shall be sent to the Human Resources Director prior to posting.

10.5 Failure of the Association to follow the procedures for the proper posting of materials and notices on the Bulletin Boards shall result in the materials or notices being removed from the Bulletin Boards by the City and in suspension of all Bulletin Board privileges.

10.6 The City may make available a publicly accessible section on the employee intranet for items detailed above to be posted electronically.

ARTICLE 11
SENIORITY

11.1 For this Agreement, employees shall have two (2) types of seniority; Department Seniority and City Seniority. Department Seniority is defined as the length of continuous, uninterrupted service in one of the Department. City Seniority is defined as the length of continuous, uninterrupted service with the City, measured from the employee's initial or adjusted date of employment.

11.2 Service shall be considered as having been interrupted in the event of:

1. Resignation and all other voluntary means of leaving employment;
2. Discharge;
3. Unauthorized leave of absence;
4. Lay-off for more than twelve (12) months;

or,

For purposes of Department Seniority, any transfer, promotion, or reassignment likewise to a new Department in which an employee completes the probation for the new assignment will be considered an interruption in department service. In the event an employee returns to a previous department; they do not retain their previous department seniority.

11.3 Seniority shall be utilized for the following purposes:

1. Vacations for each calendar year shall be scheduled by employees based on Department Seniority, however, that the Department shall retain the right to disregard seniority preference to provide adequate coverage during any vacation period. Nothing contained herein shall be interpreted as restricting the Department's right to cancel all vacations during any given period in the event of disaster or emergency.
2. In the event of a reduction in force (RIF), employees shall be laid-off based on least amount of City seniority within their Department. An employee with higher Seniority shall be given an opportunity to revert to any non – supervisory vacant position within the Department, provided he/she is fully qualified to perform work in that position classification. All temporary and probationary employees in the Department shall be laid-off before any permanent employee is laid-off or reduced in classification.
3. In the event of a RIF, the City agrees to meet with the union prior to the RIF to review and discuss the requirements and parameters of the RIF.

11.4 Employees shall be recalled from lay-off in accordance with their City seniority in the Department from which they were laid-off. No new employees shall be hired within that Department until all employees on lay-off status within that Department have had an opportunity to return to work in positions that they are qualified to perform.

No laid-off employee shall retain recall rights beyond twelve (12) months from the date of lay-off. It is the responsibility of the employee to keep current the location and telephone number where he can be reached for recall. Employees recalled shall report to work within ten (10) working days of the recall notification.

11.5 Seniority of employees who are laid-off up to twelve (12) months will be adjusted for the time of lay-off. Employees who are laid-off for twelve (12) months or more and are later rehired, start as new employees with no accrued seniority.

11.6 In the event of a departmental or divisional re-organization by the City, the City shall meet with the Association to address seniority of the affected employees.

11.7 Departmental Seniority shall be utilized for the shift bidding process, where applicable. Separate schedules will be maintained for shift supervisors and operators. The individual with the most departmental seniority shall select his shift first and others in turn shall select their shift. However, seniority shall not apply for shift selection until the individual has been in the position for six (6) months and required license(s) have been obtained.

11.8 An employee on lay-off shall retain his seniority but shall not accrue any benefits. Should an employee be rehired after having been on lay-off for more than twelve (12) consecutive months, the employee will be considered a new employee for purposes of seniority.

11.9 The City will give preference to employees with Department Seniority or those employees who will become subject to a RIF. Preference is defined as a benefit when filling vacancies where two candidates are equal in all other matters, provided the employee is qualified to perform the work, and is eligible. The decision on qualifications and eligibility shall not be subject to the grievance and arbitration procedures of this Agreement.

11.10 If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the last four (4) digits of their social security number and the employee with the lowest number shall be considered the employee with the most seniority, subject to this Article.

ARTICLE 12
PROBATIONARY EMPLOYEES

12.1. New Employee Probation - All new employees shall be classified as probationary employees for the six months of continuous, uninterrupted employment during which time, employees may be laid-off, disciplined, or discharged with or without cause and without recourse to the grievance and arbitration procedures of this Agreement. During the initial probationary period, new employees shall be subject to all other terms and conditions of this Agreement except as limited in this Agreement.

12.2. At the discretion of the City, a probationary period may be extended up to eighteen (18) months to allow an employee to obtain a minimum license/certification. A decision by the City to extend or not extend the probationary period shall not be subject to the grievance and/or arbitration procedures of this Agreement.

12.3. Employees serving their initial probationary periods will have limited accrued personal leave time and are not generally permitted to take personal leave at all until they have completed their first three months of service. The City recognizes, though, that probationary employees may become legitimately sick or otherwise require time away from work to handle real emergencies before they have accrued sufficient leave to cover their time off. In these situations, the City shall have the discretion to grant probationary employees excused unpaid time off. This leave shall be granted only for clear and compelling cause, and in no event shall the duration of this leave exceed forty (40) hours during the entire term of the employee's initial probationary period without the express written approval of the HR Director. If such leave is granted, the City shall add on to the employee's probationary period an amount of time equivalent to the amount of leave which the employee has taken under this section to allow the employee to be evaluated for his/her full probationary period.

12.4. Classification Probation - Employees who have been promoted, transferred, voluntarily demoted, or otherwise reassigned to a new classification within the bargaining unit shall serve a ninety (90) calendar day probationary period. At the discretion of the City, probation may be extended up to eighteen (18) months to allow sufficient time for an employee to attain the minimum certifications and/or licenses of the new position. If at any time during the probationary period the employee is found by the City, at its sole discretion, not to be suited for the new position, the employee shall be returned to his/her former classification. A decision by the City to extend or not extend the probationary period shall not be subject to the grievance and/or arbitration procedures of this Agreement.
Furthermore, if no vacancy exists in the classification from which the employee was transferred or promoted, the City will temporarily place the employee in a vacant position in another (lower) classification, if available, for which the employee is qualified. During the period of temporary placement (not to exceed three [3] months), the employee shall be paid at the rate of pay he/she would have earned had he/she been returned to his/her pre-promotion/pre-transfer classification. If, during the period of temporary placement, a vacancy in the employee's pre-promotion/pre-transfer classification occurs, the employee will be returned to that classification. If no vacancy occurs in the employee's

pre- promotion/pre-transfer classification during the period of temporary placement, the employee may accept a permanent position in the lower classification; provided there exists a vacancy in that position and the employee's compensation shall be reduced accordingly. The temporary placement in this article is to be utilized as a one-time option per employee.

ARTICLE 13
INTERNAL INVESTIGATIONS

13.1. The parties recognize that from time to time the City must investigate allegations made against bargaining unit employees covered by this Agreement. In order to fully investigate these allegations, the City agrees that all investigations that may lead to disciplinary action will be conducted under the following standards:

13.2 Prior to questioning a bargaining unit employee, the employee will be provided with written notice that will include a description of any alleged acts constituting misconduct and reference any written City policies or standards which the conduct may have violated.

a. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, or other.

b. A bargaining unit employee shall have the right to secure representation by an Association Representative, if the employee reasonably believes that the investigatory interview may or will result in a disciplinary action.

13.3. Bargaining unit employees shall have the freedom of choice regarding representation or non-representation in dealings with the City concerning contract grievance and matters involving questioning about the employee's alleged misconduct which could lead to disciplinary action. However, if during the investigation process, the investigator determines the representation has either: (1) a conflict of interest or (2) has direct involvement in the investigative case, the member shall be immediately notified and given an opportunity to choose another representative.

Upon the arrival of the Union Representative, the employee has the right to be informed of the subject matter of the interview, i.e., the type of misconduct being investigated. If requested, the union representative is entitled to privately meet with the employee before the investigatory interview commences, so long as the meeting does not interfere with a prompt investigation by creating an extended delay prior to the interview. The Association recognizes and agrees that the City has the right to conduct the interview promptly after any alleged misconduct has taken place and that a bargaining unit employee accused of misconduct cannot use unavailability of a particular representative as justification for unreasonably delaying an interview. If no Association Representative is available, the meeting, conference, interview, or investigation may be delayed for a period not to exceed twenty-four (24) hours, unless a longer extension is mutually agreed upon in writing.

13.4. During the interview, the interviewer shall not prohibit the Union representative from engaging in meaningful representation, including but not limited to advising, consulting, and counseling the employee. However, the interviewer may insist that they are only interested in hearing the employee's own account of the matter under investigation.

13.5 The Union Representative also may not behave in a violent, verbally abusive, insulting or demeaning manner toward the interviewer. The Union representative may not interrupt the employee's response to a question or prevent the employee from responding to a question.

13.6 During interviews, the bargaining unit employee shall not be subjected to offensive language; or threats of transfer, dismissal, or other disciplinary actions. The interviewer does not have the right to make any promises as an inducement to answering questions.

13.7 At the conclusion of the meeting the member or representative will have an opportunity to make a closing statement.

a. The employee will also be afforded 2 business days, excluding weekends and off duty days, to provide a written response to supplement the oral interview.

b. All questioning of the bargaining unit employee accused of misconduct shall be related to the acts of alleged misconduct and other relevant information reasonably related to those alleged acts.

c. Any interview of the bargaining unit employee accused of misconduct shall be conducted during the bargaining unit employee's normal work hours and at the bargaining unit employee's normal work site or at the office of Human Resources unless other time and place arrangements are mutually agreed to by all parties.

13.8 Interview sessions shall be for reasonable periods of time and shall be timed to allow for such rest periods as are reasonably necessary.

13.9 No bargaining unit employee shall be required to, requested, or asked to volunteer to submit to any device that is designed to measure the truthfulness of a statement, unless an exemption would be provided under the Employee Polygraph Protection Act of 1988, or as amended.

13.10. Bargaining unit employees accused of misconduct shall be given copies of any written statements they provided during the interview.

13.11 Bargaining unit employees may reserve the right to refuse to answer questions concerning alleged acts which could be criminal in nature until such time that any criminal investigation has been completed. The City reserves the right in these circumstances to initiate disciplinary actions against employees based on information otherwise disclosed by the investigation. An employee charged with (1) a felony or (2) a misdemeanor which the City Manager feels may impact the efficient operation of the City may be suspended without pay pending action by the City Manager. At his/her option, the City Manager may wait until the final resolution of the criminal charges to decide what disciplinary action, if any, to take, or the City Manager may decide not to wait but take whatever disciplinary action he/she deems appropriate, if any, based on the investigation. The result of the criminal proceeding shall not in any way be binding on the City or the City Manager in determining whether disciplinary action or the form of disciplinary action selected is appropriate.

13.2 The City, the Association, and the employee agree to make no statements concerning an investigation until such time as the investigation is complete and the bargaining unit employee has been notified of the final disposition. The City may, however, acknowledge that an investigation is underway. In any case where the City chooses to relieve a bargaining unit employee from duty pending an investigation, except as otherwise indicated in this article, the bargaining unit employee shall remain in a paid status during this period of time.

13.13 All investigations shall result in a final investigative report being completed by the City. This final report will include any written statements or other evidence considered prior to making the final determination.

13.14 Employees are not permitted to video or audio record any investigatory interview, or discussion between Management and employee(s), using any device, at any time. If unauthorized recordings are discovered to have taken place, the City has the right to take appropriate action.

ARTICLE 14
DISCIPLINE

14.1 Any employee violating a rule or regulation, or standard operational procedure may be subject to corrective action, up to and including dismissal. The City agrees that no NAGE employee shall be disciplined except for just cause (This sentence does not apply for employees serving a new hire probation).

14.2 Disciplinary action shall follow the guidelines for progressive disciplinary action. Progressive discipline is an effort to assist employees with correcting problematic behaviors or workplace performance deficiencies. Not all behavioral or performance problems will be given the opportunity to self-correct. Certain types of conduct may be so serious as to warrant immediate or serious action, up to and including termination by the City.

14.3 The steps of progressive disciplinary action shall be as follows:

- Oral warning (Documented)
- Written warning
- Final Warning (with or without Suspension)
- Termination

14.4 Each step of corrective action remains in effect for 12 months. Additional violations of City policies and/or Department rules can result in higher steps of disciplinary action, up to and including termination of employment.

14.5 The City reserves the right to skip or eliminate disciplinary action steps in order to effectively handle serious or pattern performance, conduct, or other issues.

14.6 Disciplinary action requiring a signature shall be signed by the employee, not in admission of the offense, but in acknowledgement that a copy of the reprimand has been delivered to the employee.

14.7 Employees shall have the right to file a written response within 2 business days to any letter of reprimand or other document that is placed in the employee's official personnel file or department file, as a result of supervisory action or citizen complaint, which at the employee's request, shall be included in the employee's file.

ARTICLE 15
GRIEVANCE AND ARBITRATION PROCEDURES

15.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

15.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by management within the prescribed time limits shall automatically advance to the next step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, his or her grievance shall be considered conclusively abandoned.

Association Representatives are permitted to investigate grievances in accordance with Article 7, Association Representatives and Activities. These investigations shall be conducted professionally, and no employee shall be subject to retaliation, offensive language, threats, or intimidation.

15.3. Where a grievance is general in nature, in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the employee organization and the City (i.e., Class Action), such grievance shall be presented by the association's representative, in writing, directly to the HR Director, Step III, within ten (10) workdays of the occurrence or the event(s).

15.4 Grievances shall be presented in the following manner:
All grievances shall begin at Step I, except for suspension, demotion and termination for disciplinary decisions which will begin at Step II, and except for class action grievances between the Association and the City which will begin at Step III.

15.5 GRIEVANCES

All grievances must contain the following information:

1. The specific article and section of the agreement alleged to have been violated by the City.

2. A full statement of the grievance, giving a complete description of the facts, dates, and times of the events involved in the alleged violation, and the specific remedy desired by the grievant.

3. Signature of the grievant (or the signature of all employees in the case of a group of employees filing a single grievance) and date(s) signed.

4. Designation of the specific association representative (must be an elected officer, representative, or steward) if the grievant requests association representation.

Failure of the grievant(s) to substantially comply with any part of this section shall make the grievance null and void. The superintendent or division manager shall, within ten (10) working days after the presentation of the grievance, render his/her decision of the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

15.6 GRIEVANCE STEPS

A. Step I - The employee (either through/with an Association Representative) shall submit a written grievance to his/her superintendent or division manager within ten (10) working days of the occurrence or reasonable knowledge of the occurrence of the basis of the grievance. A copy of the grievance must be forwarded by the Association to the Human Resources Director.

B. Step II - Any grievance which cannot be satisfactorily settled by the superintendent or division manager at Step I shall be presented in writing by an employee (either through/with an Association Representative or without one). The employee/association must provide written notice to the Department Head with a copy to the Human Resources Director of their intent to proceed to Step II, containing a newly executed and dated signature of the grievant within ten (10) working days of the date of decision rendered in Step I. The grievance may be discussed with the employee (and/or Association Representative) and the Department Head within ten (10) working days unless a longer period of time is mutually agreed upon in writing. The Department Head shall within ten (10) working days after presentation of the grievance render his/her decision of the grievance in writing or within ten (10) working days after meeting with the grievant, if such meeting is requested, unless a longer period of time is mutually agreed upon in writing.

C. Step III - Any grievance which cannot be satisfactorily settled by the Department Head at Step II, shall be presented to the City Manager, or their designee, by an employee (either through/with an Association Representative or without one). The employee/association must provide written notice to the City Manager, or their designee, with a copy to the Human Resources Director of their intent to proceed to Step III, containing a newly executed and dated signature of the grievant within ten (10) working days of the date of decision rendered in Step II. The grievance as specified in Step II shall be discussed with the employee (and/or Association Representative) and the City Manager, or their designee, within ten (10) working days, unless a longer period of time is mutually agreed upon in writing. The City Manager, or their designee shall, within ten (10) working days after meeting on the grievance render his/her decision of the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

D. Step IV - Arbitration. In the event a grievance processed through the grievance procedure has not been resolved by the City Manager at Step III above, the Association may request that the grievance be submitted to arbitration within ten (10) working days

after the City Manager renders a written decision on the grievance at Step III. The Association shall request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) Arbitrators. Within five (5) working days of receipt of the panel, each party shall have the option to alternatively strike three (3) names from the list. The party requesting arbitration shall strike first. No new arguments may be raised at arbitration by the Association/Grievant that have not been submitted in writing at or prior to Step III of the grievance procedure as set forth in this Article.

1. Should the Association fail to request the panel of Arbitrators within the prescribed time period the grievance shall be rendered null and void.

2. The City and the Employee Organization shall attempt to mutually agree, in writing, as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step I of the grievance procedure. The arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

3. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof, or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as herein provided. The arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the Federal Mediation and Conciliation Service.

4. Each party shall bear the expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing. The impartial arbitrator's fees and related expenses and expenses of obtaining a hearing room, if any, shall be paid by the party declared by the arbitrator to be the loser of the arbitration. The arbitrator shall have the obligation in resolving the case before him/her to declare which party has lost the decision. If the Arbitrator fails to specify the losing party, the Arbitrator's fees and related expenses and expenses in retaining a hearing room, if any shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

5. Copies of the arbitrator's award shall be furnished to both parties within thirty (30) calendar days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

6. Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Council for funding of the Agreement. Accordingly, and notwithstanding any other provision of this Agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of this Agreement to result in, obligate, or cause the City to have to bear any expense, debt, cost, or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Council for the funding of this Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

ARTICLE 16
HOURS OF WORK AND OVERTIME

The purpose of this Article is to explain hours of work and overtime rules. However, nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.

16.1 Each employee is assigned standard hours of work weekly per department and City business needs.

16.2 Overtime hours shall be distributed as equally as possible among employees in the same classification within a division.

16.3 There will be no duplication of premium payments and no claims that provide for "overtime on overtime".

16.4 Productive Hours.

a. All straight time actually worked, and compensatory time is counted toward calculation of overtime. Scheduled personal Leave (PL) will count as hours worked for the purposes of calculating overtime.
b. In the event of an emergency as determined by the City Manager or Department Director, an employee may receive compensation at a rate of one and one half (1 ½) their regularly hourly rate for a specified duration, even if the employee has not worked in excess of forty (40) hours in the work week.

16.5 Non-Productive Hours.

a. Unscheduled Personal Leave (PL), bereavement leave, jury duty, holiday, and paid leave do not count as hours worked for the purposes of calculating overtime.
b. When a Special Event falls on a holiday, does not count toward weekly hours worked when calculating overtime.

16.5 On-Call Assignment. On Call Assignments will be made in accordance with Departmental Standard Operating Procedures. Employees serving an on-call assignment in a classification that requires 24/7 on call status for an entire week for shall receive the equivalent of two (2) hours of straight time as a non-pensionable payment added to their compensation for that week for each day on call. Employees serving an on-call assignment in a classification that requires less than a 24/7 on call status shall receive the equivalent of one (1) hour of payment at straight time as a non-pensionable payment added to their compensation for that week for each day on call. This time will not be considered "productive hours."

16.6 Change in Schedule - Where a Department Director or the Division Head changes the work schedule (e.g., workdays, starting and/or quitting time, days off, etc.) of any employee or group of employees, the affected employees shall be given seven (7) calendar days' notice, unless an emergency or operational emergency necessitates a quicker change.

a. Should it be necessary to change schedules to ensure one (1) licensed operator is on duty; schedules can be changed without the seven (7) calendar days' requirement and without paying overtime.
b. Personnel who are not provided appropriate notice will receive pay at one and one-half (1 ½) times the regular rate of pay for the first changed shift.

16.7 Flexible Scheduling - In the event an employee has scheduled personal leave and is required to work in addition to his/her normal work schedule resulting in greater than 40 hours for the week, has the option to either reduce their scheduled personal leave request or accept the overtime or comp time

16.8 CALL BACKS. - An employee who has left their normal place of work and who is "called back" for overtime work must report to his/her designated work area within forty-five (45) minutes. The employee subject to call-in shall receive a minimum payment of three (3) hours at time-and-one half (1 ½) their hourly rate of pay; OR the actual hours worked at time and one half (1 ½), whichever is greater.

a. If an employee is called out multiple times during any three-hour "call back" period, and his/her actual hours do not exceed three (3) hours, the employee shall receive three 3) hours pay at time and one half (1 ½).
b. If an employee covered by this agreement is required to work additional hours continuous with their scheduled work hours, only the work hours worked outside the scheduled hours will be compensated at time and one- half (1 ½). This section shall not apply if hours worked because of a call back extend into the start of the employee's regular work period.
c. For example, (i.e., If an employee is normally scheduled to work at 7:00am and the employee is called in to report at 5:00 am, the hours subject to call back are from 5:00am-7:00am, which is two hours. This is less than three-hours, therefore the employee will receive the three-hour minimum. After 7:00am, the employee will be compensated per their regular schedule.

16.9 Court-ordered appearances for City-related business - An employee, who in the exercise of their official duties, is court-ordered, subpoenaed, or required to appear on their off-duty in court involving a job- related case, the employee will receive a minimum of three (3) hours pay at the rate of one and one half (1 ½) their regularly scheduled rate of pay.

a. This section does not apply in the event the employee is the plaintiff in the litigation against the City, if the employee is a grievant in an arbitration against

the City, or if the employee is court ordered, subpoenaed, or required to appear at the request of a plaintiff or grievant adverse to the City.

b. In the event an employee claims time not actually spent in an off-duty court appearance, they may be discharged or disciplined.
c. All hours under this section in excess of the three (3) hours minimum will be considered hours worked and be paid at the regular straight time or overtime rate, if more than 40 hours has been worked during the week.

16.10 Employees shall only be entitled to work as assigned or authorized by his/her supervisor. It is understood that the City has the right to schedule overtime work as needed, and in a manner most advantageous to the City. No employee shall authorize overtime for himself/herself, and no employee is permitted to work overtime from home without prior written authorization.

16.11 All employees shall be required to start work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties, unless previously authorized by a supervisor.

16.12 Employees covered by this agreement who work (not to include any use of paid time) sixteen (16) or more hours in any twenty-four (24) hour period will be required to take a minimum of a six (6) hour rest immediately before returning to work. Unless approved by management, employees will not be permitted to volunteer for overtime if they are unable to work all or part of their next scheduled shift due to the rest period described herein. This provision may be suspended in declared emergencies.

16.13 Compensatory Time - In accordance with the Fair Labor Standards Act (FLSA), (whose choice?) compensatory time may be granted in lieu of overtime to non-exempt employees. Compensatory time shall be credited to the employee at one- and one-half hours (1 ½) hours of compensatory time for each overtime hour worked.

a. A non-exempt employee who has accrued compensatory time shall be encouraged to use accrued compensatory time before using any personal leave.
b. An employee may generally request to utilize this leave under the same terms identified for scheduled leave in Article 17, Personal Leave Time, however this time will be approved unless it will unduly disrupt operations.
c. The City may, at its option and at any time, pay an employee cash in order to reduce or eliminate accrued compensatory time at the employee's current rate of pay.
d. When a non-exempt employee separates employment from the City for any reason, all unused compensatory time shall be paid to such employee at the employee's final regular rate of pay.
e. No employee may accrue more than 96 hours of compensatory time. This 96-hour limitation represents no more than 64 hours of actual overtime worked. If they employee has more than 96 hours of compensatory time accrued on the 1st pay period of September of each year, it will automatically be paid out.

16.14 Employees working in the Police Department may be eligible to receive “special detail” pay at the applicable rate of pay and all other established parameters if participating in Special Detail events.

a. Special Detail is defined as voluntary, special event work performed for a third-party employer other than work performed at City-sponsored events, that is paid by the third-party employer to the City and the City, in turn pays these second party wages to the employees as a separate line item on the employee’s pay slip after deducting a fifteen percent (15%) administrative per-hour fee thereof for the use of City property while performing the special event work.

b. The hourly rate charged to the third party will be determined as per City ordinance. These third-party wages will not be considered as wages paid by the City and will therefore be excluded for the purposes of calculating overtime and shall not be factored into the average final compensation for pension purposes.

c. No pension contributions or insurance payments will be withheld from payments made for work performed for a third-party employer.

d. Employees engaged in extra-duty employment (Special detail) are authorized to wear and use department issued uniforms and equipment. Employees shall observe their normal standards of conduct during such special event work.

e. Voluntary special event work. Voluntary Special Event Work will be administered in accordance with Police Department Directive 22.5 related to Off Duty and Extra-Duty Employment

ARTICLE 17
HOLIDAYS

17.1 The City will recognize the following as paid holidays for bargaining unit employees:

New Year's Day
Martin Luther King Jr. Birthday
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day
The day after Christmas Day

17.2 For those holidays where the City is officially closed for business and a holiday falls on an employee off duty day or on a scheduled Personal Leave day, he or she shall receive holiday pay at his/her regular rate of pay for the number of hours of his/her regular work shift.

17.3 Employees who are required to be on duty on any holiday covered under this article shall be paid time and one-half (1 ½) their regularly hourly rate (coded as holiday worked) for each hour actually worked on the holiday, in addition to receiving the number of hours of his/her regular work shift as holiday pay (coded as holiday).

Under no circumstances will holiday pay exceed two and one-half (2 ½) times one (1) day's pay at the regular rate unless there is required overtime.

17.4 The holiday hours shall not be allowed if an employee has a full shift of unscheduled absence on the workday prior to or the workday following such holiday. This is to prevent employees from creating an operational hardship in order to extend their time off around the holiday. The Department Head shall have discretion to allow for the paid holiday in the event of illness or emergency circumstances that have been verified by noting these circumstances in the time and absence system.

17.5 For non-shift personnel, if a holiday falls on a Saturday or Sunday, the City will designate another day as the holiday. For employees who work in a twenty-four-hour operation (24), the holiday will be observed on the actual holiday.

ARTICLE 18
PERSONAL LEAVE TIME

18.1 Employees shall start to earn Personal Leave (PL) Time allowances as of their date of appointment. New employees shall be eligible to begin using paid PL Time in accordance with Article 11, Probationary Employees.

18.2 Personal Leave Time cannot be used before it is earned. Earned accruals are posted following the close of each payroll cycle process. Personal Leave Time shall accrue at an equally prorated amount per pay period as follows:

Length of Continuous Service:	Hours Accrued Annually:
Less than 5 Years	225 Hours
5th Year thru 9th Year	250 Hours
10th Year thru 14th Year	275 Hours
15th Year thru 19th Year	300 Hours
20 + Years	325 Hours

18.3 An employee who is on unpaid status for more than half of their standard work week shall not accrue paid leave credit for such week of service.

18.4 Personal Leave must be requested and approved using the City's time and absence system at least three working days in advanced to be considered "scheduled leave".

18.5 In the event of an unforeseeable, bona fide emergency, no advance notice for the use of Personal Leave Time will be required. To maintain service, all bargaining unit members agree that unscheduled Personal Leave Time will only be used when it is impossible to give the advance notice normally required for the use of scheduled Personal Leave Time. Employees shall request an unscheduled leave absence under this section as soon as possible, but not later than one (1) hour prior to the start of the work period. Approval of PL which has not been scheduled in advance shall be at the discretion of the Department Director after consideration of the needs of the employee and the effect of the absence on the work department. Unscheduled personal leave shall not be approved when the employee could have reasonably anticipated the need and submitted a timely request in advance. Extenuating circumstances will be considered. Abuse of PL privileges shall be considered cause for disciplinary action or dismissal. Unscheduled Personal Leave Time is leave that is not approved in advance in accordance with Article 17.3. Requests for unscheduled Personal Leave which is not related to an illness or other emergency may be denied by the employee's Supervisor. Generally, the City will not require a doctor's certificate for single occurrences of unscheduled PL. However, the City may request medical certifications related to FMLA, requests under the ADA to determine qualifications or ability to return to work after an absence, or to substantiate unscheduled absences. The decision to require a doctor's certificate shall not be subject to grievance or arbitration procedures of this agreement.

18.6 Personal Leave banks cannot exceed 675 hours as of September 30th, of each year. Hours in excess of 675 each September 30th will be automatically forfeited. Exceptions to this automatic forfeiture include unique circumstances approved in advance by the employee's department director and the Human Resources Director.

18.7 An employee may exchange personal leave hours for an equivalent amount of pay or request it be deferred into the employee's 457 account as follows:

a. Those employees with at least 225 hours of Personal Leave (PL) may exchange up to 40 hours
b. Those employees with at least 450 hours of Personal Leave (PL) may exchange up to 80 hours
c. Those employees with at least 675 hours of Personal Leave (PL) may exchange up to 120 hours.

In general, requests must be made to the Human Resources Division at least two weeks in advance of the desired payment date. Every attempt will be made to process the payments by the requested date, except in extenuating circumstances. All hours paid under this section will be deducted from the employee's banks as of the date payment is made.

18.8 An employee leaving the municipal in good standing after giving two weeks advanced notice of separation of service shall be compensated (or request compensation be deferred to the 457 plan) for all accumulated unused personal leave up to a maximum accrual as provided in Section 17.5.

18.9 An employee who fails to give two weeks' advance notice of separating service or is terminated from the City for cause shall forfeit all accrued personal leave. Personal Leave shall not be used as any part of the required two weeks' notice or to extend service. An employee may use personal leave once they have submitted their notice to separate service provided, they still physically work a minimum of two (2) weeks prior to their last day.

18.10 In the event of a death, the employee's estate or the employee's designated beneficiary shall be entitled to a lump-sum payment of all accrued Personal Leave.

ARTICLE 19
LEAVE OF ABSENCE

19.1. Family Medical Leave - The City of Port Orange will grant leave to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA) and in accordance with City FMLA Policy.

19.2 An employee may request a Leave of Absence, without pay, when all paid time off has been exhausted. Leave of Absence may be granted at the sole discretion of the City, in periods not to exceed thirty (30) day increments.

19.3 Holidays, personal leave, and any other benefits based on time spent in the employ of the City shall not accrue (or be credited) during a leave of absence without pay. Employee shall be responsible for insurance premiums for single and dependent coverage during unpaid leave of absence. If permitted by the Retirement Plan, the employee may maintain his retirement credit by paying both his and the City's share of the Retirement Plan premiums.

19.4 Longevity increases, merit increases, and any other increases for which an employee may become eligible based in whole or in part on length of service with the City shall not be credited during any period of leave of absence without pay. An employee shall return from leave of absence to the same pay rate as at the time of commencement of leave of absence.

ARTICLE 20

JURY DUTY AND APPEARANCE AS A WITNESS

20.1 Any employee covered by this Agreement who is summoned to perform jury service during his/her normal working hours in any court (City, Federal, or County) shall be granted leave with pay for the time he is absent from work as a result of fulfilling his jury duty obligation. The employee summoned as a juror shall attach a copy of his summons to their supervisor, to be provided to payroll. An employee who is released from jury duty prior to four (4) hours from his normal end of the workday, shall be required to report to his work site immediately after his release.

20.2 An employee subpoenaed as a witness for a court proceeding during his/her normal working hours, not involving personal litigation, shall be granted leave with pay to appear and testify pursuant to the subpoena. An employee who is released from the subpoena prior to four (4) hours from his normal end of the workday, shall be required to report to his work site immediately after his/her release. The employee shall provide a copy of the subpoena to his/her supervisor within twenty-four (24) hours of its service or receipt.

20.3 Any court proceedings of a personal nature will not be subject to this article.

ARTICLE 21
BEREAVEMENT LEAVE

21.1 All permanent employees may be granted time-off with pay to arrange and/or attend funeral services in the event of a death in the employee's immediate family or member of the same household. Immediate Family is defined as father, mother, spouse, child, stepchild, legally placed foster child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-parents, grandparents, and grandchildren. If the employee was raised by someone other than an immediate family member, the employee may request leave as though the employee had been reared by an immediate family member or member of the same household.

21.2 Such time-off may be granted as required to a limit of up to five (5) days off with pay. At no time will an employee be granted more than sixty-four (64) hours in a given fiscal year.

21.3 Management may, upon request and at its sole discretion, require the employee to provide acceptable documentation to verify the employee's relationship to the deceased, and to provide proof of death.

21.4 In the event of the need for additional time for a death, an employee may request to use accrued personal leave time provided the Department Head is notified in advance of such leave.

ARTICLE 22
MILITARY LEAVE

22.1 Military Leave For Active Duty - Any regular employee who leaves the service of the City to join the military forces of the United States or is called to active duty for service or training shall be placed on military leave in accordance with eligibility conditions set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes 115.09, 115.14 and 250.48, and/or the Family and Medical Leave Act (FMLA). These laws currently protect employees' job rights and may provide eligible employees who are called to active- duty military service pay for a period not to exceed 30 calendar days per activation.

22.2 National Guard or Military Reserve - Any regular or contract employee who is a commissioned reserve officer or reserve enlisted personnel or a member of the National Guard shall be placed on military leave in accordance with conditions set forth in USERRA and Florida Statutes 115.07, 115.14 and 250.48. Such leaves of absence shall not exceed 240 working hours during any one calendar year beginning January 1 for purposes of drill or annual training.

22.3 All such leaves of absence as described above shall be verified by official orders or appropriate military certification submitted to the Human Resources Department within 3 days after receipt by the employee. During periods of military leave, the employee shall continue to receive City benefits so long as the employee's portion of benefit payments is maintained during this period. While on military leave, the employee shall not accrue personal leave and shall not receive holiday pay except for during the 30 calendar days of the active-duty military leave or the 240 working hours of annual training. The employee shall be paid at his/her base salary or pay rate for the amount of paid leave as stated above in a. and b. Leaves of absence for additional or longer periods of time for assignment to active duty or annual training shall be without pay or charged as annual leave as requested by the employee. Such leave will be granted without loss of time or seniority in accordance with USERRA and applicable Florida Statutes.

ARTICLE 23

AUTHORIZED USE OF PRIVATE AUTOMOBILES

23.1 Any employee authorized to use his private automobile in the performance of his official City duties will be compensated at the approved City rate corresponding to the most current “standard mileage rate” as set by the I.R.S. for business miles driven. Such mileage shall be computed based on the distance between the employee’s regular duty station and the place of assignment or the employee's residence and the place of assignment, whichever is shorter.

23.2 A written claim for compensation under this Article must be submitted to the Department Head by the employee during the week that the private automobile was used. Failure to follow this procedure will result in the claims being denied.

23.3 Those personal vehicles are required to have a minimum automobile insurance coverage for liability in the amount of $100,000 (required by law) for each person, $300,000 for each accident, and property damage of $25,000. The City will not assume responsibility for any damages to the employee’s vehicle. The mileage reimbursement payment includes a factor for both liability and collision insurance coverage. Proof of insurance is to be provided to the City’s Risk Manager on an annual basis

ARTICLE 24
UNIFORMS AND EQUIPMENT

24.1 The requirement to wear uniforms will be at the discretion of the Department Head. If uniforms and/or other PPE are assigned, employees are required to wear them.

24.2 The City will furnish, at no cost to the employee, uniforms to those employees required to wear a uniform. Cleaning and care of the uniform will be the responsibility of the employees.

24.3 The City agrees to furnish employees, at City expense, replacement uniform items that are worn, torn, or damaged through normal wear and tear, rather than through negligence or misconduct.

24.4 Appropriate deductions will be made from the employee's paycheck(s) if items of uniforms/equipment are not surrendered upon separation of employment or at any time if lost/damaged due to employee negligence.

24.5 Where safety equipment is required, it will be furnished by the City, and employees must wear such safety equipment when instructed to do so and are subject to disciplinary action for a failure to do so.

24.6 If requested, the city will reimburse the costs of prescription safety glasses for employees in those positions they require safety glasses, up to $100.00 once every two years upon proof of purchase.

24.7 Employees who sustain any breakage or damage to their prescription glasses during the performance of their job duties, shall be eligible for reimbursement for repair or replacement of prescription glasses, up to a maximum of $100.00 per item annually. The City shall have discretion to review the available facts and circumstances surrounding the damage to the prescription glasses, for the purpose of determining eligibility for reimbursement. Breakage or damage caused by neglect or carelessness by the employee shall be disqualified from the reimbursement eligibility.

24.8 Members in job classifications requiring safety footwear shall receive an annual, one-time taxable allowance of $250.00 from the City in January of each year, for the purchase of such safety footwear.

24.9 Employees are expected to purchase and wear quality footwear that meets appropriate safety standards during scheduled work hours. Safety footwear allowance is not to be used for any purpose but for the purchase of quality footwear for their job.

ARTICLE 25
PHYSICAL EXAMINATION AND WORKERS' COMPENSATION

25.1 Any bargaining unit employee who is temporarily disabled as a result of an injury sustained in the course of his employment with the City, shall be entitled to the following compensation:

25.2 During such temporary, total disability, the employee shall receive differential payments from the City (differential payments being the sum difference between the amount of Workers' Compensation received and the employee's salary earned from the City at the time of the accident) for a period not to exceed sixty (60) calendar days for any one injury.

25.3 At the end of sixty (60) calendar days, the employee shall only be entitled to benefits provided by the Workers' Compensation law. However, the employee may request to utilize available paid time off in order to receive compensation for the amount not paid under the Worker's Compensation carrier. At no point shall the compensation be in excess of their normally scheduled amount

25.4 Leave for Workers' Compensation shall run concurrently with leave as covered under Family Medical Leave Act (FMLA).

a. If, in the City's opinion, this benefit is being abused, this Article will be subject to renegotiation at that time and prior to the expiration of this contract.

b. The City may direct any employee claiming disability to submit to a physical and/or mental examination conducted by a physician, psychiatrist or psychologist selected by the employee from a list of not less than three (3) physicians designated by the City. The sole purpose of such an examination under this Article shall be to determine whether the employee has a physical or mental disability which impairs his effectiveness as an employee, limits his ability to perform his assigned duties, or makes his continuation in his job a danger to himself, the public, or other employees. In the event the City and the designated physician determine that a non-job-related disability does exist, the following action shall be taken:

c. If the designated physician determines that the disability can be corrected, the employee shall be allowed a specified time determined by the physician to have it corrected. During this period of time and after consulting with the Human Resources Director, the City Manager, at his/her discretion, may permit the employee to continue with his normal duties, or temporarily remove the employee from the City service. Should the employee be temporarily removed from the City service during the period of time specified for the correction of their disability, the employee may utilize available paid time off, or leave without pay for the correctional period. However, if the employee fails to take the necessary steps to have the disability corrected within the specified period of time, he shall be subject to dismissal from the City service.

25.5 The City agrees that any employee injured on the job shall be paid for the employee's full schedule of hours for the day of the accident if his physician advises him that he could not or should not return to work that day. However, the City reserves the right to have the employee examined by a physician designated by the City, at no cost to the employee.

ARTICLE 26
ALCOHOL AND DRUG TESTING

26.1 All bargaining unit employees are covered by the City's Policy on Drug and Alcohol Use.

26.2 The City shall have the authority to require employees to submit to substance and/or alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol for pre-employment, post-accident, random testing, and for reasonable suspicion.

a. In the event the City has a reasonable suspicion to believe that an employee is under the influence of drugs or alcohol, the City may request that the employee submit to substance use testing. In the event the City requests that an employee submit to drug or alcohol tests, the costs of such tests shall be paid by the City.

b. In the event of a positive substance test result, consequences will result in appropriate action as provided for in the City Policy, which may include mandatory a EAP referral, a leave of absence to obtain treatment; and/or disciplinary action, up to and including discharge.

26.3 Any employee who is arrested for selling illegal drugs while off-duty shall be subject to disciplinary actions up to and including discharge.

26.4 All employees who must use a prescription drug which may cause adverse side effects (for example, drowsiness, impaired reflexes, or reaction time) shall so inform their Department Manager and Human Resources that they are taking such medication on the advice of a physician. It is the employee's responsibility to inform their Department and Human Resources of the possible side effects of the drug on his/her performance or ability to perform their job duties, and expected duration of use.

26.5 Direct involvement in an accident by an employee while on-duty shall be considered an example of a reasonable cause to require the employee to take drug or alcohol tests, where it appears that such accident would not have occurred but for the possible impairment of the employee involved by drugs or alcohol.

26.6 Employees required to take regularly scheduled physical examinations shall also be tested for substance use.

26.7 Employees with job performance or attendance problems shall bear the primary responsibility to seek diagnostic and appropriate treatment for such problems. In the event an employee seeks assistance and treatment for an alcohol or drug-related problem, the above-mentioned disciplinary system for violation of City Policy shall not be followed. An employee may be granted a one-time leave of absence without pay, not to exceed sixty (60) days to undergo treatment for alcohol or substance abuse pursuant to an approved treatment program. No employee benefits shall accrue during this period. The request must be voluntarily made in writing prior to the institution of disciplinary

measures for alcohol or substance abuse. City employees with job performance and attendance problems or who otherwise fail to meet the requirements of his or her job and do not seek assistance shall be subject to the disciplinary actions as set forth by City Policy.

26.8 Decisions of an arbitrator under this Article shall be limited to a determination of whether there existed reasonable cause to activate the provisions of this Article and if this issue is determined in the employee's favor, he shall be reinstated. The question of whether or not the employee was under the influence of alcohol or drugs shall be subject to arbitration, but not the subsequent disciplinary measure imposed by the City.

ARTICLE 27
INSURANCE

27.1 The City provides a group life insurance plan with the amount available being one-time base annual salary rounded to the next highest thousand. The City will pay 100% of the premium for employee-only life insurance coverage.

27.2 The City agrees to maintain a health insurance program for the employees, with the City paying the lowest "employee only" rate among any health insurance plans with a co-pay offered. Dependent coverage will be at the employee's expense.

ARTICLE 28
TUITION REIMBURSEMENT

28.1 Tuition Reimbursement. Subject to budget constraints and availability of funds, the City agrees to reimburse the employee for the cost of up to two (2) approved classes per semester (fall, spring, summer). The employee will be reimbursed actual course expenditures (excluding books and materials), not to exceed the In State per Credit Hour Baccalaureate rate at Daytona State College (DSC) rate. The City will reimburse the employee for actual course expenditures (excluding books and materials) for graduate course work at the rate of one half (1/2) the in-State Per Credit Hour Graduate rate at University of Central Florida (UCF) rate, regardless of where the courses are taken. Courses will be paid on a reimbursement basis with proof of payment and grade.

28.2 Employees must have completed twelve (12) months of service with the City to be eligible for taking courses as allowed under this article.

28.3 All employees must pre-register with the Human Resources Division regardless of where the courses are taken if the employee intends to apply for tuition reimbursement. The City maintains the option to refuse to pay for courses that are not directly related to a degree program or courses that have excessively high costs.

28.4 The employee shall not receive reimbursement by the City if the course is not passed with a grade of “C” or better or a passing grade on a pass/fail system or if grades are not received within three (3) months after the completion of the course.

28.5 The City will require each employee to remain in the service of the City for one (1) year after completion of the most recent class paid for by the City or the employee will be required to reimburse the City for the costs of tuition unless the employee is terminated by the City. This obligation will begin on the day after the school semester is completed.

28.6 It is clearly understood that all tuition reimbursement is subject to budget constraints and availability of funds. The funds assigned to this line item are for use City Wide and approval of funds will be based on a first come, first serve basis upon applying for reimbursement prior to the course beginning.

28.7 Training Reimbursement

a. If an employee is hired into a position required to have a commercial driver’s license (CDL), the City will reimburse an employee for the driver license fee to obtain the original CDL. This reimbursement will only include a reimbursement for an endorsement if required by the City. The employee may request a one-time reimbursement for the fee of a CDL skill test upon successfully obtaining their CDL.

b. For CDL renewals, for those employees required by the City to possess a CDL, the City will pay for the renewal of the Commercial Driver Licenses (CDL) with required endorsements.

28.8 Mandatory Training: Individual departments may provide additional mandatory, job related training, certifications, or continuing education opportunities to covered members. An employee shall be compensated for time spent attending required training. In the event an employee fails to successfully complete the requirements of the course, the city shall not be required to further compensate the employee for additional training costs.

28.9 Non-Mandatory Training: The city/department director may, but has no obligation to compensate, reimburse, or provide up-front payment to employees for non-mandatory training.

28.10 All tuition reimbursement and training costs paid by the City will be administered in accordance City Policy.

ARTICLE 29

PERFORMANCE EVALUATION

29.1. The City performance evaluation for regular full-time and regular part-time employees is a satisfactory/unsatisfactory rating system. If the employee's performance for the previous year has been satisfactory, he/she will receive a rating of satisfactory. The employee will then be scheduled for an evaluation the next year. Should the employee receive a rating of unsatisfactory, due to unsatisfactory work or performance, the employee will be placed on a performance improvement plan and re- evaluated in a minimum of ninety (90) days. If the employee has still not raised his/her performance level to satisfactory after this ninety (90) day period, additional counseling may be provided, and the employee may be re-evaluated at the conclusion of another extended rating period; or, the supervisor may initiate action to terminate the employee. An employee may be placed on a performance improvement plan at any time throughout the year to address performance concerns.

ARTICLE 30
WAGES AND SPECIALTY PAY

30.1. The following pay adjustments will occur during this contract period:

Year 1 of the Agreement. For fiscal year 2026, effective the first full pay period following the ratification of this agreement by both parties, or following October 1, 2025, whichever is later, all eligible NAGE employees shall receive a 4% increase to their base wage/salary, up to the maximum of their pay range. The minimum pay range will increase by two percent (2%) and the maximum pay range will increase by four percent (4%).

Year 2 of the Agreement. For fiscal year 2027, effective the first full pay period following October 1, 2026, all eligible NAGE employees shall receive a 4% increase to their base wage/salary, up to the maximum of their pay range. The minimum pay range will increase by two percent (2%) and the maximum pay range will increase by four percent (4%).

Year 3 of the Agreement. For fiscal year 2028, effective the first full pay period following October 1, 2027, all eligible NAGE employees shall receive a 4% increase to their base wage/salary, up to the maximum of their pay range. The minimum pay range will increase by two percent (2%) and the maximum pay range will increase by four percent (4%).

30.2. Rates of pay for new hires, promotions, demotions, and transfers shall be placed within the appropriate pay range in accordance with General Administrative Policy 1- 33, Placement of Employees Within Pay Ranges. All wages are subject to negotiations by the parties.

30.3 Shift Differential. Only classifications who are regularly and permanently assigned shifts other than first shift are eligible for this program. The following classifications will be eligible for Shift Differential in accordance with the following provisions:

a. Treatment Plant Operators and Shift Supervisors in the Utilities Division, Custodian, and Custodial Crew Chiefs in the Public Works Building Maintenance Division and the Parks Maintenance Divisions.

b. Shift differential will be paid to those employees permanently assigned to shifts other than first (1st) shift. Classifications eligible for the Shift Differential Program will be paid and additional $0.50 per hour for all hours actually worked between the hours of 3:00pm and 11:00pm second (2nd) shift and $1.00 per hour for all hours actually worked between the hours of 11:00pm and 7:00am third (3rd) shift.

ARTICLE 31
INCENTIVE AND SPECIALY PAY

31.1 The City has determined that it is appropriate and beneficial in some circumstances to provide employees with opportunities to earn compensation in addition to their base wage or salary rates in the form of specialty pay. Certificate and License pay under this article shall not be rolled into an employee's base pay but will be paid on their regular check each pay period as additional pay. The annual amount will be divided by the number of regular pay periods and will be awarded per that schedule.

31.2 Incentive and Specialty pay is intended to be awarded for job related certifications above the minimum qualification required for a position. Employees shall not receive additional pay for a license/certification that is a minimum requirement of their classification. Each Department Director will determine the number of employees required to hold licenses in their respective departments.

31.3 Any employee who is granted specialty or incentive pay for a function shall be obligated to perform the work in the licensed discipline, unless otherwise specified. If the employee ceases to have a valid license in good standing or fails to satisfactorily perform duties assigned to them based on the scope of the license, the pay for that license or certificate shall be terminated immediately. For employees who previously had certificate or license pay rolled into their base pay and the license is discontinued or allowed to lapse, the amount equivalent to the annual amount described herein, converted to an hourly rate, will be reduced from their base pay. If the employee then reobtains this license, they will again be eligible for additional pay.

31.4. Employees who had Specialty Pay awarded prior to this ratification of this Agreement will maintain their previous certification as awarded at the time of obtaining the license.

31.5 The City and the Union acknowledge that during the duration of this contract, additional circumstances may be identified in which the City determines it is appropriate to provide Specialty Pay to employees. This additional Specialty Pay will be subject to budgetary constraints. It is understood that it is not the intent for every training course completed by an employee or certification obtained to be eligible for Specialty Pay. It is the responsibility of every employee to ensure they provide proof that each license is maintained as valid upon renewal or expiration to the Human Resources Division and their Department, and to notify accordingly if a license is lost.

31.6 Incentive and Specialty Pay will be administered as follows:

PUBLIC UTILITIES					
	Required for job	**License Type**	**Amount**	**Maximum Per Year**	**Max #**
WATER PLANTS					
TREATMENT PLANT Treatment Plant Operators (TPO) Mechanics Lift Station Mechanics	C	FDEP (TPO) A	$1500	$6,000	3
		B	$1500		
		C	$0		
WASTEWATER PLANT Wastewater Plant Operators Mechanics Lift Station Mechanics	C	FDEP (TPO) A	$1500		
		B	$1500		
		C	$0		
Dual Licensed			$1500		
FIELD OPERATIONS AND ENGINEERING					
Utility Systems Operators (USO) Mechanics Lift Station Mechanics	FDEP Water Distribution License – Level 3[1]	Level 2	$1500	$4500	3
		Level 1	$1500		
		In lieu of Level 1 and/or 2, having TPO Level C may substitute for both Level 1 and 2.	$1500		
Backflow* *(Assigned upon discretion of Director) Cross Connection Control Technician	Testing & Repair Cert	UF TREEO/FWPC OA Testing Cert	$500		
Sewer Collections Utility Systems Operators (USO)* Mechanics Lift Station Mechanics	Sewer Collections A or B	(Voluntary FDEP) A/1	$1500		
		B/2	$1500		
		C/3	$1500		

*For some positions before 2025, this was a “preferred” qualification.

[1] For new employees who do not possess this required qualification at hire, they will be placed at a lower pay rate than the licensed minimally qualified position. Upon receiving the qualification, their pay will be adjusted to the start range for the classification.

PUBLIC WORKS					
	Required for job	**License Type**	**Amount**	**Maximum Per Year**	**Max #**
FLEET MECHANICS	Journeyman	ASE Certification	$500	$4,000	n/a
		Allison Auto Transmission	$500		
		Emergency Vehicle Technician (EVT) certification	$500		
		Motorcycle, certification per manufacturer used in dept.	$250		
	Tool allowance	Annual	$250	$250	1
ROADS AND STREETS Public Works Maintenance Workers, Equipment Operators, Crew Chiefs, and Supervisors	n-a	Streets and Pavement marking Certification Level 1	$500	$1,500	2
		Signs Technician Level 2	$500		
		Pavement Markings Technician Level 2	$500		
		Pavement Markings Senior Technician Level 3	$500		
		Signs Senior Technician Level 3	$500		
		Stormwater Operator level 1	$500	$1,500	3
		Operator Level 2	$500		
		Monitor, Storm Outflows	$500		
	*(Assigned upon discretion of Director)	FDACS Pesticide Applicator License	$500	$500	1

PARKS AND RECREATION					
	Required for job	**License Type**	**Amount**	**Maximum Per Year**	**Max #**
Parks Maintenance	*(Assigned upon discretion of Director)	FDACS Pesticide Applicator License	$500	$1,500	
		Dept. of Health Certified Pool Operator	$500		
	*(Assigned upon discretion of Director)	NRPA Playground Safety Inspector license	$500		

CODE ENFORCEMENT					
	Required for job	**License Type**	**Amount**	**Maximum Per Year**	**Max #**
Code Enforcement Officers (NAGE)	Fundamentals of Code Enforcement Certification	FACE Administrative Aspects	$1,500	$5,500	
		Legal Issues in Code Enforcement	$1,500		
		Officer Safety & Field Applications	$1,500		
		Code Enforcement Professional	$1,500		
Code Enforcement Officers Field Training Officer (NAGE)* *(Assigned upon discretion of Director)	4 yrs as a CE officer, Admin Aspects and Legal Issues certification required.	Field Training Officer (FTO)	$1,500	$1,500	

COMMMUNITY DEVELOPMENT – Building, Engineering, and Plans Examiners					
	Required for job	**License Type**	**Amount**	**Maximum Per Year**	**Max #**
Building Inspectors (NAGE)	1 valid standard inspectors license, of the licenses listed.	Building	$1,500	$7,500	
		Plumbing	$1,500		
		Residential Electrical	$1,500		
		Mechanical	$1,500		
		Commercial Electrical	$1,500		
		One & Two Family	$1,500		
		Fire safety Inspector 1	$1,500		
Engineering (NAGE)	N-A	Certified Floodplain Manager	$500	$1,500	3
		Stormwater Inspection	$500		
		FAA Drone License	$500		
		Temporary Traffic Control Administrator	$500		
Plans Examiners (NAGE)	1 valid standard Plans Examiner license from the licenses listed.	Building	$1,500	$7,500	
		Plumbing	$1,500		
		Electrical	$1,500		
		Mechanical	$1,500		
		One & Two Family	$1,500		
Permit Technicians		Permit Licensing Technician Certification	$500.00	$500	1

ARTICLE 32
RETIREMENT PLAN

32.1 The parties hereto recognize that in accordance with Chapter 54, Article III, Code of Ordinances, City of Port Orange, the employees in the Bargaining Unit are participants in a General Employees Defined Benefit Plan, a Section 401a Defined Contribution Plan, or a Deferred Compensation (457) Plan as their primary plan. In addition, employees may participate in the Deferred Compensation (457) or Roth IRA plan currently offered by the City for additional retirement opportunities. For those employees covered under the Defined Benefit Plan, the employee mandatory contribution as of ratification of this agreement is 7.5%. The City will contribute the amount determined appropriate by the City to keep the plan actuarially sound.

32.2 All new bargaining unit members shall only have the option of participating in the Section 401a Defined Contribution Plan as their primary retirement plan.

32.3 For those employees covered under the Defined Contribution Plan, the employee will not have a mandatory contribution. The City will contribute 10% of the employee's base wage. Additionally, for employees not covered by the Defined Benefit plan, for each 1% of employee contribution, the City will contribute an additional ½ of 1% to a maximum of an additional contribution of 3% by the City.

32.4 The parties agree to amend the Retirement Plan following the adoption the Ordinance implementing this Article, with changes to benefits effective the first of the month following the adoption of the ordinance as follows:

32.5 For the Section 401a Defined Contribution Plan only, the vesting schedule will be amended based on the schedule below.

Year Completed	1	2	3	4	5	6
Proposed Plan	0%	20%	40%	60%	80%	100%

32.6 Both parties agree to continue to explore the option of entering the Florida Retirement System

ARTICLE 33
SEVERABILITY

33.1 In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such holding shall apply only to the Article, Section or portion thereof specified in the court's decisions; and all other Articles, Sections, or portions not so invalidated shall remain in full force and effect. The parties may mutually agree in writing to renegotiate the affected Article, Section or portion specified in the court's decision.

ARTICLE 34
DURATION OF AGREEMENT

34.1 This Agreement will be in full force and effect as of the date of ratification by both the union and the City Council and shall remain in full force and effect until midnight on the 30th day of September, 2028.

34.2 No item or provision of this Agreement shall be a proper subject for negotiation during the term of this Agreement unless it is mutually agreed by the parties in writing to renegotiate such items.

34.3 As used in this Agreement, the term “he” or “she” shall be interpreted to be gender neutral and shall be understood to encompass both genders.

Approved and ratified this

9 day of September, 2025

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

NAGE Representative Signature

Robert Flot

NAGE Representative Printed Name

Approved and ratified this

_____ day of _____, 2025

CITY OF PORT ORANGE, FLORIDA

Scott Stiltner, Mayor
City of Port Orange

ATTEST:

Robin L. Fenwick, City Clerk

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

SUBJECT: (B10) Approval and Ratification of the International Association of Firefighters (IAFF) Collective Bargaining Agreement

DEPARTMENT: Human Resources

GOAL: 1. Public Safety
5. Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the FY2025/26 - FY2028/29 Collective Bargaining Agreement negotiated between the City of Port Orange and the International Association of Firefighters (IAFF).

SUMMARY: The City and the International Association of Firefighters (IAFF) have negotiated a three-year Collective Bargaining Agreement covering Fiscal Year 2025/2026 - Fiscal Year 2028/2029.

On September 5, 2025, the City received notification that the IAFF members voted in favor of this agreement. In order to ratify this agreement, the City Council must also vote in favor of the proposed changes.

Staff has attached a summary of the major changes to the contract.

PRESENTER: Michelle Olk

ATTACHMENTS:

1.	SUMMARY OF CHANGES IAFF 2025-2028	SUMMARY OF CHANGES IAFF 2025-2028.docx

Meghan Meyer	Created/Initiated - 08/14/2025
Michelle Olk	Approved - 08/18/2025
Linda Truitt	Approved - 08/18/2025
Matthew Jones	Approved - 09/09/2025
Wayne Clark	Final Approval - 09/11/2025

Summary/Highlights of 3-year Contract with IAFF

Mandatory Topics of Bargaining		
Item	Description	Article referenced
Term of Contract	3 years	n-a
Wages	FY2025-2026 – 8% to base wages FY2026-2027 – 6% to base wages FY2027-2028 – 4% to base wages	Article 11
	Paramedic Specialty allowance increases from $8,360 to FY2025-2026 – $10,000 FY2026-2027 – $10,000 (unchanged) FY2027-2028 – $11,000	Article 9
Hours	Clarification of hours of work and overtime eligibility for 40-hours per week employees.	Article 10
	Clarification of language specifying time counted toward overtime and time not counted toward overtime.	Article 10, Article 14
	Wellness hours earned will be added to the employee's annual leave bank.	Article 22
Employee Conduct	Disciplinary action section updated to specify progressive discipline process, due process rights and procedures.	Article 28
Working Conditions	Specialty and Incentive payments procedures updated to reflect timelines and criteria for timely payment.	Article 9
	Specialty pay categories for Drone, Haz-Mat and EMT-I updated.	Article 9
	Incentive, Specialty pay reorganized into a table and language clarified.	Article 9
	Add the day after Christmas as a holiday	Article 14
	Clarified bereavement eligible categories	Article 17
	Vacancies and Promotions was updated to reflect eligibility for the Driver Engineer and Lieutenant promotional processes.	Article 26
	Drug and Alcohol policy reflected that City policy will govern, but includes Association's preference to maintain EAP and job recovery procedures.	Article 33
Non-mandatory topics	Struck language regarding sick leave donation process, deferring to mutually-agreed upon department procedures specifying such and terms of changing the policy.	Article 8

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

SUBJECT: (B11) Approval of Memorandum of Understanding (MOU), Article 16, with the International Union of Police Associations (IUPA)

DEPARTMENT: Human Resources

GOAL: 1 - Public Safety
6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the Memorandum of Understanding (MOU), Article 16, with the International Union of Police Associations (IUPA) Local 6051.

SUMMARY: This Memorandum of Understanding (MOU) amends Article 16.1 of the International Union of Police Associations (IUPA) Local 6051 Collective Bargaining Agreement to add an additional holiday (the day after Christmas) to the existing holiday schedule.

This adjustment aligns the IUPA holiday schedule with the recently approved National Association of Government Employees (NAGE) and International Association of Firefighters (IAFF) agreements, and will also be provided to PBA Lts. and civil service staff.

PRESENTER: Michelle Olk

ATTACHMENTS:

1.	SIGNED MOU IUPA 090525	SIGNED MOU IUPA 090525.pdf

Robin Fenwick	Created/Initiated - 09/05/2025
Michelle Olk	Approved - 09/05/2025
Matthew Jones	Approved - 09/09/2025
Wayne Clark	Final Approval - 09/11/2025

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PORT ORANGE
AND THE
INTERNATIONAL UNION OF POLICE ASSOCIATIONS
PERC CERTIFICATION #1983

This Memorandum of Understanding ("MOU") is entered into, separate and apart from contract negotiations, between International Union of Police Associations Local 6051 - PERC Certification #1983 ("Association") and the City of Port Orange ("City") herein collectively referred to as the "parties," to modify the provision of the 2023-2026 collective bargaining agreement ("Agreement").

1. Upon execution by the parties, this MOU shall amend Article 16 of the Agreement to add an additional one (1) recognized holiday to the existing twelve (12) recognized holidays.

2. For purposes of this MOU, words with bold **(bold)** and underlined (underlined) type shall constitute additions to the original text of the Agreement and words with strikethrough ~~(strikethrough)~~ type shall constitute deletions from the original text of the Agreement.

3. By executing this MOU, it is understood and agreed by the parties that Paragraph 16.1 of the Agreement is hereby amended to read as follows:

16.1 The City will recognize thirteen (13) official holidays. The following are paid holidays for employees in this unit:

1. New Year's Day
2. Martin Luther King Jr. Birthday
3. Good Friday
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday after Thanksgiving Day
11. Christmas Eve
12. Christmas Day
13. **The day after Christmas* (*Chief of Police has discretion to adjust the third day as operational needs dictate)**

This MOU shall become effective upon ratification by the Union members, approval by the City, and execution by both parties.

INTERNATIONAL UNION OF POLICE ASSOCIATIONS PERC CERTIFICATION #1983, IUPA, FLA:

B. [signature] IUPA VP

Date: 9-5-25

POPD Local 605, Unit Representation

CITY OF PORT ORANGE, FLORIDA

_____

Date: _____

Scott Stiltner, Mayor

Attest:

_____

Robin Fenwick, City Clerk

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

SUBJECT: (B12) Approval of Memorandum of Understanding (MOU), Article 15, with the Coastal Florida Police Benevolent Association Lieutenants (PBA LTs)

DEPARTMENT: Human Resources

GOAL: 1 - Public Safety
6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the Memorandum of Understanding (MOU), Article 15, with the Coastal Florida Police Benevolent Association Lieutenants (PBA LTs).

SUMMARY: This Memorandum of Understanding (MOU) amends Article 15 of the Coastal Florida Police Benevolent Association Lieutenants (PBA LTs) Collective Bargaining Agreement to add an additional holiday (the day after Christmas) to the existing holiday schedule.

This adjustment aligns the PBA LTs holiday schedule with the recently approved National Association of Government Employees (NAGE) and International Association of Firefighters (IAFF) agreements, and will also be provided to IUPA and civil service staff.

PRESENTER: Michelle Olk

ATTACHMENTS:

1.	PBA Lts MOU	PBA Lts MOU.pdf

Robin Fenwick	Created/Initiated - 09/05/2025
Michelle Olk	Approved - 09/09/2025
Matthew Jones	Approved - 09/10/2025
Wayne Clark	Final Approval - 09/11/2025

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PORT ORANGE
AND THE
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION LIEUTENANTS
PERC CERTIFICATION #5561

This Memorandum of Understanding ("MOU") is entered into, separate and apart from contract negotiations, between Coastal Florida Police Benevolent Association Lieutenants - PERC Certification #5561 ("Association") and the City of Port Orange ("City") herein collectively referred to as the "parties," to modify the provision of the 2020-2023 collective bargaining agreement ("Agreement").

1. Upon execution by the parties, this MOU shall amend Article 15 of the Agreement as delineated below to add an additional one (1) recognized holiday to the existing twelve (12) recognized holidays.

2. For purposes of this MOU, words with bold (bold) and underlined (underlined) type shall constitute additions to the original text of the Agreement and words with strikethrough ~~(strikethrough)~~ type shall constitute deletions from the original text of the Agreement.

3. By executing this MOU, it is understood and agreed by the parties that Paragraph 15.1 of the Agreement is hereby further amended to read as follows:

15.1 It is recognized that the unit will recognize thirteen (13) official holidays.

The City will recognize the following as paid holidays for employees in this unit:

1. New Year's Day
2. Martin Luther King Jr. Birthday
3. Good Friday
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday after Thanksgiving Day
11. Christmas Eve
12. Christmas Day
13. **The day after Christmas Day* (*Chief of Police has discretion to adjust the third day as operational needs dictate)**

This MOU shall become effective upon ratification by the Union members, approval by the City, and execution by both parties.

FOR COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION LIUETENANTS, PERC CERTIFICATION #5561, PBA, FLA:

LT. [signature] Date: 9/8/25

PBA REP., Unit Representation

CITY OF PORT ORANGE, FLORIDA

_____ Date:_____

Scott Stiltner, Mayor

Attest:

_____

Robin Fenwick, City Clerk

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

SUBJECT: (B13) Approval for Reinstatement of Years of Service for Suzette Cameron and Katie Sawicki

DEPARTMENT: Human Resources

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the Reinstatement of previous Years of Service for Suzette Cameron and Katie Sawicki.

SUMMARY: The City's Civil Service Rules and Regulations (Chapter 5.11) allow employees who separate from the City for less than one year to have their prior service reinstated once they have returned and completed at least two years of employment.

Ms. Suzette Cameron was employed in Community Development from December 2020 until February 2023, for a total of about 2 years, left for approximately 6 months, and has now been back for more than two years (rehired on September 11, 2023).

Ms. Katie Sawicki is currently employed in the Fire Department. She originally began her service in February 2018, left in February 2019 following 1 year of service, was gone for approximately 4 months, and returned in June 2019. She has also been back for more than the minimum required two years (rehired on June 19, 2019).

Both employees are in good standing and meet the requirements for reinstatement. Approval of this request will restore their original hire dates and allow prior service to count toward their total years of service.

PRESENTER: Michelle Olk

ATTACHMENTS:

Meghan Meyer	Created/Initiated - 08/14/2025
Michelle Olk	Approved - 08/18/2025
Linda Truitt	Approved - 08/18/2025
Matthew Jones	Approved - 09/08/2025
Wayne Clark	Final Approval - 09/09/2025

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

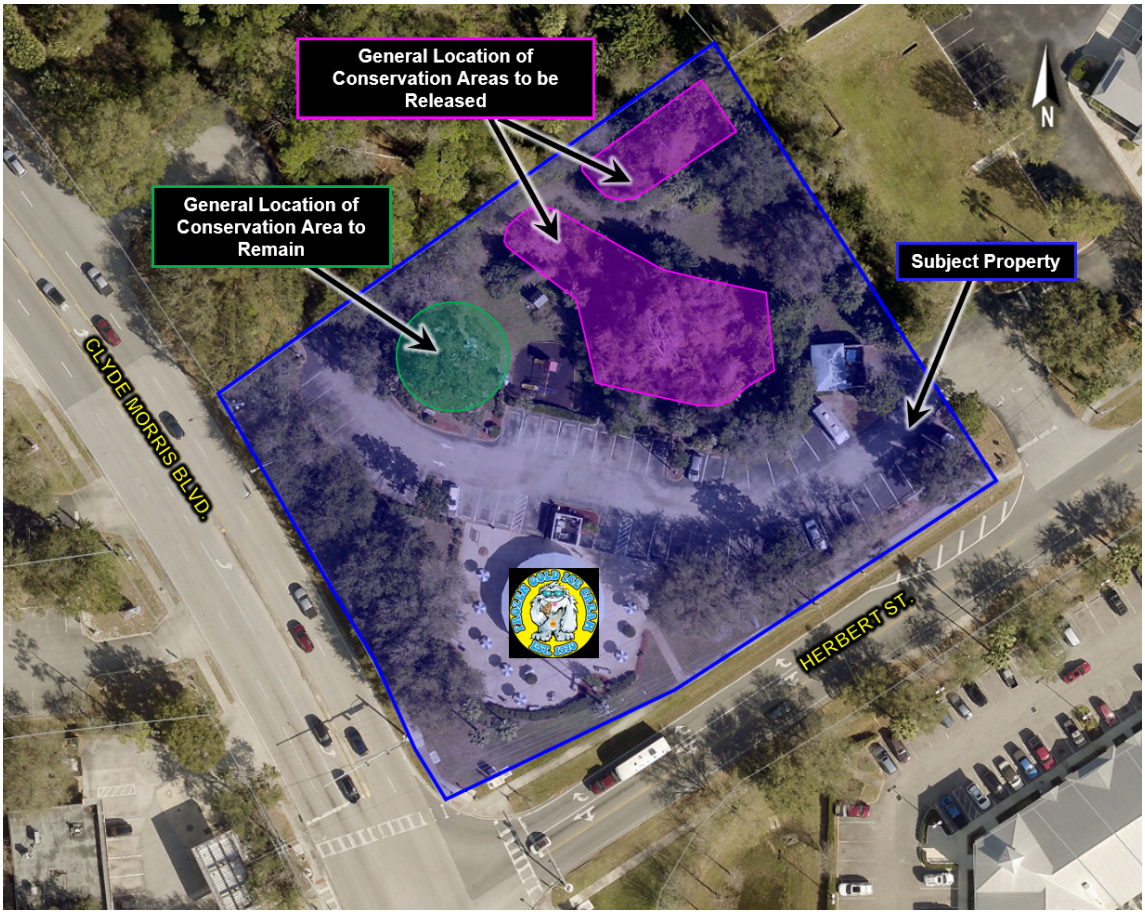
SUBJECT: (B14) Approval of a Partial Release of Tree Conservation Easement for 4629 Clyde Morris Boulevard

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Partial Release of the Tree Conservation Easement for the property located at 4629 Clyde Morris Boulvard and authorize Mayor and City Clerk to execute said release.

SUMMARY: The Community Development Department has received a request to release a portion of a recorded Tree Conservation Easement for the property located at 4629 Clyde Morris Boulevard. In 2001, as part of the site plan for the former Ritters, a Tree Conservation Easement was recorded that established three conservation areas on the property. The graphic below identifies the locations of these areas. The applicant is requesting the partial release to remove two of the conservation areas (shaded in purple) while retaining one area (shaded in green).



According to the property owner, Saljinin, LLC, who operates the Frozen Gold business on the site, the request is to release approximately 0.25 acres of conservation easements from the 1.97-acre property to allow for future expansion of the existing business.

According to the tree survey submitted with the application, the 1.97-acre site contains 25 specimen trees, exceeding the Land Development Code (LDC) requirement of 8 specimen trees. Of the two areas requested to be released from the existing Tree Conservation Easement, one area contains no specimen trees, and the other area contains two specimen trees. Approval of the partial release of the Tree Conservation Easement does **not** authorize the removal of any trees on the property. Prior to removing any trees on the property, the property owner must obtain a tree removal permit, which is administratively approved by City staff.

The property owner/applicant has requested this partial release of the Tree Conservation Easement as part of ongoing coordination with City staff regarding possible future site improvements to facilitate business expansion on the site within the areas to be removed from the Tree Conservation Easement.

The application, including sketches and legal descriptions for the two areas proposed for release, has been reviewed for completeness and accuracy. All relevant City Departments have reviewed the request and the supporting documents, and do not have any comments regarding the request.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Partial Release of Easement of Tree Conservation Easement at 4629 Clyde Morris Blvd.	Partial Release of Easement of Tree Conservation Easement at 4629 Clyde Morris Blvd..pdf
2.	Existing Tree Conservation Easement 2001	Existing Tree Conservation Easement 2001.pdf

Lisa Epstein	Created/Initiated - 08/11/2025
Tim Burman	Approved - 08/27/2025
Shannon Balmer	Approved - 09/04/2025
Wayne Clark	Final Approval - 09/05/2025

Prepared by :
Shannon K. Balmer
Senior Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange FL 32129-4144

Portion of Parcel No. 6308-27-00-0020

Cross Reference to Instrument No. 2001-264989
Official Records Book 4786 Page 586

PARTIAL RELEASE OF TREE CONSERVATION EASEMENT

THIS Partial Release of Tree Conservation Easement ("Partial Release") is made this _____ day of September, 2025, by and between **CITY OF PORT ORANGE, FLORIDA,** a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter "City," and **SALJANIN, LLC, A FLORIDA LIMITED LIABILITY COMPANY** whose address is 4167 Saddle Club Drive, New Smyrna Beach, FL 32169, ("Saljanin") a successor-in-interest to Ritters of Florida, LLC, a Florida Limited Liability Company, ("Ritters").

W I T N E S S E T H:

WHEREAS, the Saljanin is the fee simple owner of the property where the Easement is located, said property being legally described in **Exhibit "A",** attached hereto and made a part hereof by reference (hereinafter "Property"); and

WHEREAS, on August 20, 1999, Ritters of Florida, LLC, a predecessor-in-interest to Saljanin, LLC, granted a Tree Conservation Easement to the City, said document having been filed of record on December 11, 2001, in Official Records Book 4786, Pages 586, et seq., Public Records of Volusia County, Florida (hereinafter referred to as the "Easement"); and

WHEREAS, Ritters granted the Easement to the City in a prior site plan submission to develop the Property; and

WHEREAS, Saljanin has requested the City release a portion of the Easement in anticipation of future site plan modifications to facilitate business expansion on the Property within the areas being released from the Easement; and

WHEREAS, the specific area of the portion of the Easement being released is legally described and graphically depicted on **Exhibit "B"** attached hereto, and made a part hereof; and

WHEREAS, the City, as the owner of the Easement, has determined the release of the portion of the Easement, as described in Exhibit "B", will not adversely impact the tree conservation efforts on the Property as any future development will be required to comply with tree preservation requirements set forth in the City of Port Orange Land Development Code.

NOW, THEREFORE, the City of Port Orange, does hereby remise, release, and quit claim unto Saljanin, its successors and assigns forever, all the right, title, interest, claim and

demand which the City has in that portion of the Easement more particularly described and graphically depicted on the attached **Exhibit "B",** incorporated herein by reference**.**

CONTINUING FORCE AND EFFECT. Except as specifically hereby released, the Easement shall remain in full force and effect. In the event of any conflict between the terms of the Easement and the terms of this Partial Release, the terms of this Partial Release shall govern.

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IN WITNESS WHEREOF, the City, has executed this *Partial Release of Tree Conservation Easement* by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

Witness: _____
Printed Name:_____
1000 City Center Circle
Port Orange, Florida 32129

Witness: _____
Printed Name:_____
1000 City Center Circle
Port Orange, Florida 32129

CITY OF PORT ORANGE, FLORIDA
a Florida chartered municipal corporation

By: _____
Scott Stiltner, Mayor

Attest: _____
Robin L. Fenwick, MMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing **PARTIAL RELEASE OF TREE CONSERVATION EASEMENT** was acknowledged before me by means of [XX] physical presence or [ ] online notarization this _____ day of _____, 2025, by Scott Stiltner, Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, who acknowledge having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. They are personally known to me.

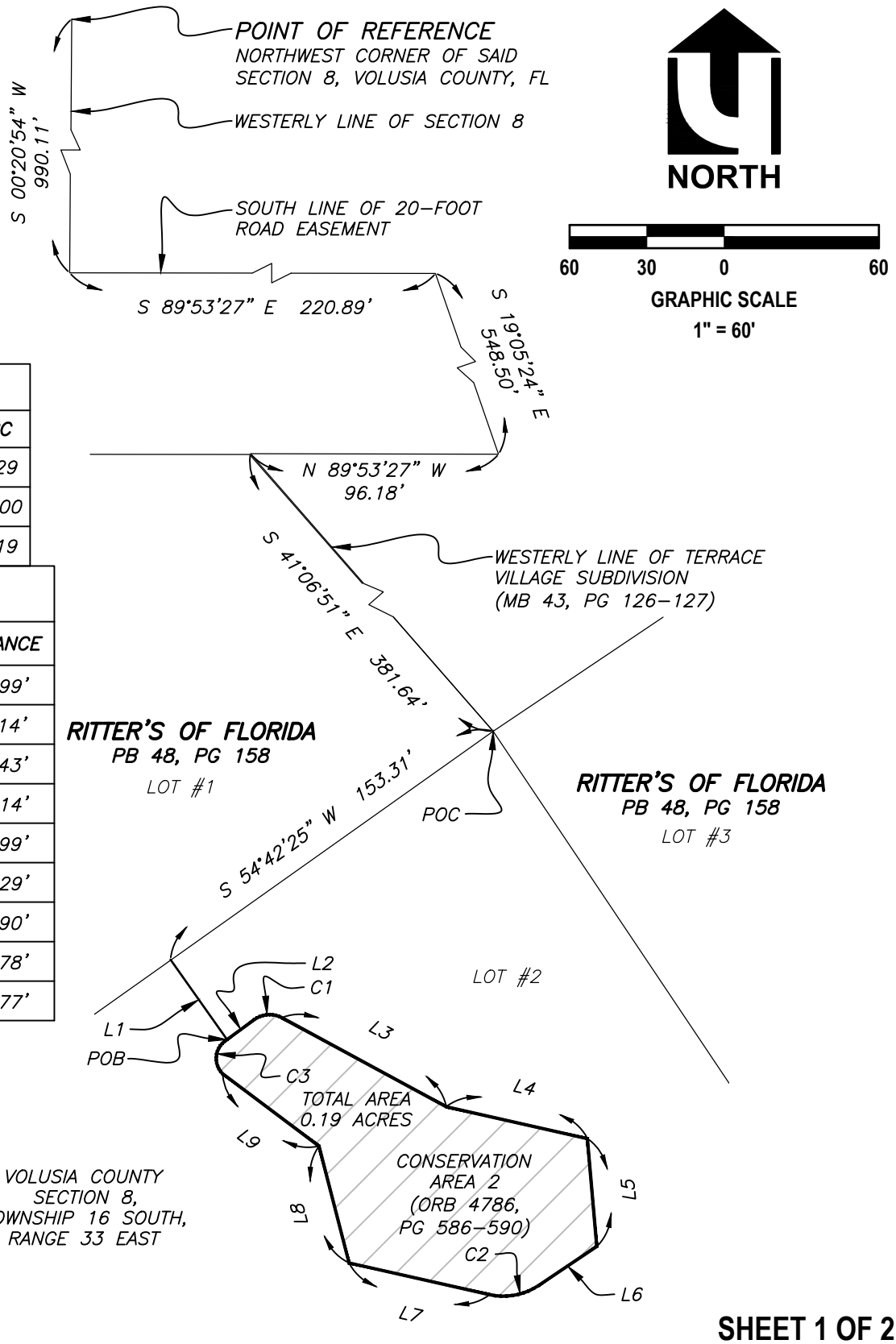
_____
Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

EXHIBIT “A”

Lot 2, Ritter's of Florida, according to the plat thereof recorded in Map Book 48, Pages 158 and 159, Public Records of Volusia County, Florida.

Parcel No. 6308-27-00-0020

EXHIBIT "B"



CURVE TABLE			
No.	R	CHB	ARC
C1	10.00	N86°07'06"E	11.29
C2	24.35	S79°10'18"W	20.00
C3	6.00	N00°20'16"E	11.19

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 35°17'35" E	37.99'
L2	S 53°45'41" E	16.14'
L3	S 61°31'30" E	72.43'
L4	S 77°17'18" E	56.14'
L5	S 05°01'03" E	41.99'
L6	S 56°13'40" W	27.29'
L7	N 77°17'18" W	55.90'
L8	N 14°25'19" W	48.78'
L9	N 53°05'09" W	46.77'

NOT A SURVEY

SHEET 1 OF 2

EXHIBIT "B"

SEE SHEET 2 OF 2 FOR CERTIFICATION AND SURVEYOR'S SIGNATURE

LOCATION No: 16-33-08	SKETCH - EXISTING TREE CONSERVATION AREA 2
PROJECT No: 250309	
DATE: 08/11/25	
CHECKED BY: CJK	
DRAFTED BY: WRW	

UPHAM INC
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612 LC # 0000357

DESCRIPTION:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 20 MINUTES 54 SECONDS WEST ALONG SAID SECTION LINE FOR A DISTANCE OF 990.11 FEET TO A POINT IN THE SOUTH LINE OF A 20-FOOT ROAD EASEMENT; THENCE SOUTH 89 DEGREES 53 MINUTES 27 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 20-FOOT ROAD EASEMENT FOR A DISTANCE OF 220.89 FEET; THENCE SOUTH 19 DEGREES 05 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 548.50 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 96.18 FEET; THENCE SOUTH 41 DEGREES 06 MINUTES 51 SECONDS EAST ALONG THE WESTERLY LINE OF TERRACE VILLAGE SUBDIVISION (MAP BOOK 43, PAGES 126-127), A DISTANCE OF 381.64 FEET TO THE POINT OF COMMENCEMENT FOR THE FOLLOWING DESCRIBED PROPERTIES:

CONSERVATION AREA 2

FROM THE POINT OF COMMENCEMENT, CONTINUE SOUTH 54 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 153.31 FEET; THENCE SOUTH 35 DEGREES 17 MINUTES 35 SECONDS EAST, A DISTANCE OF 37.99 FEET TO THE POINT OF BEGINNING OF CONSERVATION AREA 2; THENCE NORTH 53 DEGREES 45 MINUTES 41 SECONDS EAST, A DISTANCE OF 16.14 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 10.00 FEET AND A CHORD BEARING NORTH 86 DEGREES 07 MINUTES 06 SECONDS EAST, CONTINUE ALONG SAID CURVE A DISTANCE OF 11.29 FEET TO A POINT OF TANGENCY; THENCE SOUTH 61 DEGREES 31 MINUTES 30 SECONDS EAST, A DISTANCE OF 72.43 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 56.14 FEET; THENCE SOUTH 05 DEGREES 01 MINUTES 03 SECONDS EAST, A DISTANCE OF 41.99 FEET; THENCE SOUTH 56 DEGREES 13 MINUTES 40 SECONDS WEST, A DISTANCE OF 27.29 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 24.35 FEET AND A CHORD BEARING SOUTH 79 DEGREES 10 MINUTES 18 SECONDS WEST, CONTINUE ALONG SAID CURVE A DISTANCE OF 20.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 55.90 FEET; THENCE NORTH 14 DEGREES 25 MINUTES 19 SECONDS WEST, A DISTANCE OF 48.78 FEET; THENCE NORTH 53 DEGREES 05 MINUTES 09 SECONDS WEST, A DISTANCE OF 46.77 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 6.00 FEET AND A CHORD BEARING NORTH 0 DEGREES 20 MINUTES 16 SECONDS EAST, CONTINUING ALONG SAID CURVE A DISTANCE OF 11.19 FEET TO THE POINT OF BEGINNING OF CONSERVATION AREA 2. CONSERVATION AREA 2 CONTAINING 0.19 ACRES, MORE OR LESS.

GENERAL NOTES:

1. PLANNED VACATION OF THAT CERTAIN EASEMENT ORIGINALLY DESCRIBED IN OFFICIAL RECORDS BOOK 4786 PAGE 586-590, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ABBREVIATIONS / LEGEND

INC ... INCORPORATED
L ... LINE
LB ... LICENSED BUSINESS
PSM ... PROFESSIONAL SURVEY MAPPER
R .... RADIUS
CHB ... CHORD BEARING
ARC ... ARC LENGTH
POB ... POINT OF BEGINNING
POC ... POINT OF COMMENCEMENT

NOT A SURVEY

THE FOREGOING SKETCH AND DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTION 5J-17.051, FLORIDA ADMINISTRATIVE CODE. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2)

BY:_____
C. O. VAN KLEECK, JR., PSM No. 6149

LOCATION No: 16-33-08

PROJECT No: 250309

DATE: 08/11/25

CHECKED BY: CJK

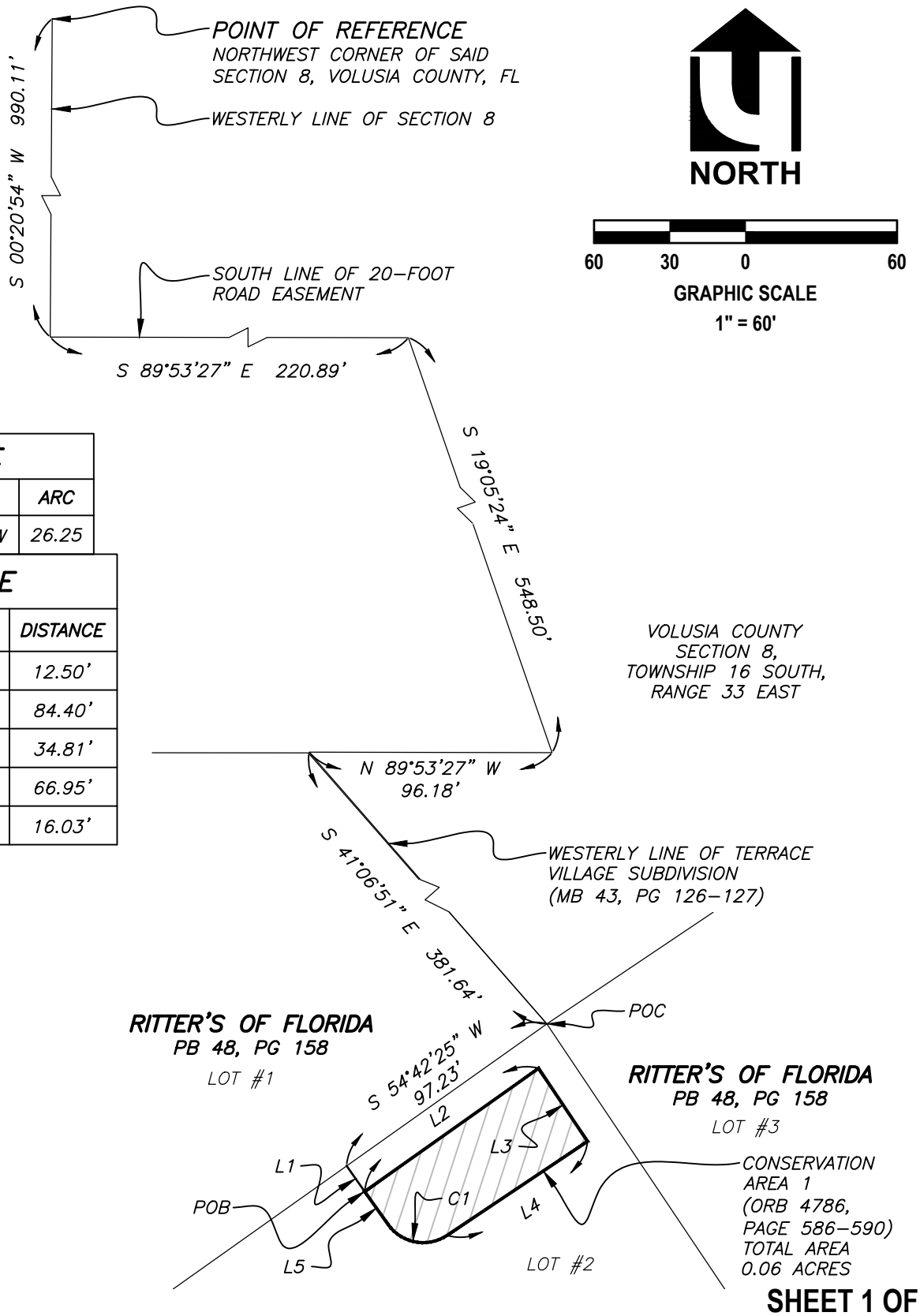
DRAFTED BY: WRW

DESCRIPTION - EXISTING TREE CONSERVATION AREA 2

UPHAM INC
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612 LC # 0000357

THIS ITEM HAS BEEN SIGNED AND SEALED ON THE DATE AND TIME AS SHOWN HEREON; WHEN SIGNED AND SEALED BY AN ELECTRONIC SIGNATURE, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ALL ELECTRONIC COPIES.

EXHIBIT "B" CON'T.



CURVE TABLE			
No.	R	CHB	ARC
C1	17.00	N79°31'58"W	26.25

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 35°17'35" E	12.50'
L2	N 54°42'25" E	84.40'
L3	S 33°46'20" E	34.81'
L4	S 56°13'40" W	66.95'
L5	N 35°17'35" W	16.03'

NOT A SURVEY

SHEET 1 OF 2

EXHIBIT "B" CON'T.

SEE SHEET 2 OF 2 FOR CERTIFICATION AND SURVEYOR'S SIGNATURE

LOCATION No: 16-33-08	SKETCH - EXISTING TREE CONSERVATION AREA 1
PROJECT No: 250309	
DATE: 08/11/2025	
CHECKED BY: CJK	
DRAFTED BY: WRW	

UPHAM INC
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
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DESCRIPTION:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 20 MINUTES 54 SECONDS WEST ALONG SAID SECTION LINE FOR A DISTANCE OF 990.11 FEET TO A POINT IN THE SOUTH LINE OF A 20-FOOT ROAD EASEMENT; THENCE SOUTH 89 DEGREES 53 MINUTES 27 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 20-FOOT ROAD EASEMENT FOR A DISTANCE OF 220.89 FEET; THENCE SOUTH 19 DEGREES 05 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 548.50 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 96.18 FEET; THENCE SOUTH 41 DEGREES 06 MINUTES 51 SECONDS EAST ALONG THE WESTERLY LINE OF TERRACE VILLAGE SUBDIVISION (MAP BOOK 43, PAGES 126-127), A DISTANCE OF 381.64 FEET TO THE POINT OF COMMENCEMENT FOR THE FOLLOWING DESCRIBED PROPERTIES:

CONSERVATION AREA 1

FROM THE POINT OF COMMENCEMENT, CONTINUE SOUTH 54 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 97.23 FEET; THENCE SOUTH 35 DEGREES 17 MINUTES 35 SECONDS EAST, A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING FOR CONSERVATION AREA 1; THENCE NORTH 54 DEGREES 42 MINUTES 25 SECONDS EAST, A DISTANCE OF 84.40 FEET; THENCE SOUTH 33 DEGREES 46 MINUTES 20 SECONDS EAST, A DISTANCE OF 34.81 FEET; THENCE SOUTH 56 DEGREES 13 MINUTES 40 SECONDS WEST, A DISTANCE OF 66.95 FEET TO A POINT OF CURVATURE CONCAVE NORTHERLY HAVING A RADIUS OF 17.00 FEET AND A CHORD BEARING NORTH 79 DEGREES 31 MINUTES 58 SECONDS WEST, CONTINUING ALONG SAID CURVE A DISTANCE OF 26.25 FEET; THENCE NORTH 35 DEGREES 17 MINUTES 35 SECONDS WEST, A DISTANCE OF 16.03 FEET TO THE POINT OF BEGINNING OF CONSERVATION AREA 1. CONSERVATION AREA 1 CONTAINING 0.06 ACRES, MORE OR LESS.

GENERAL NOTES:

1. PLANNED VACATION OF THAT CERTAIN EASEMENT ORIGINALLY DESCRIBED IN OFFICIAL RECORDS BOOK 4786 PAGE 586-590, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ABBREVIATIONS / LEGEND

INC ... INCORPORATED
L ... LINE
LB ... LICENSED BUSINESS
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R .... RADIUS
CHB ... CHORD BEARING
ARC ... ARC LENGTH
POB ... POINT OF BEGINNING
POC ... POINT OF COMMENCEMENT

NOT A SURVEY

SHEET 2 OF 2

THE FOREGOING SKETCH AND DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTION 5J-17.051, FLORIDA ADMINISTRATIVE CODE. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2)

BY:_____
C. O. VAN KLEECK, JR., PSM No. 6149

LOCATION No: 16-33-08

PROJECT No: 250309

DATE: 08/11/2025

CHECKED BY: CJK

DRAFTED BY: WRW

DESCRIPTION - EXISTING TREE CONSERVATION AREA 1

UPHAM INC
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LB # 0003612 LC # 0000357

THIS ITEM HAS BEEN SIGNED AND SEALED ON THE DATE AND TIME AS SHOWN HEREON; WHEN SIGNED AND SEALED BY AN ELECTRONIC SIGNATURE, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ALL ELECTRONIC COPIES.

12/11/2001 14:30
Doc stamps 0.70
(Transfer Amt $ 10)
Instrument # 2001-264989
Book: 4786
Page: 586

TREE CONSERVATION EASEMENT

THIS TREE CONSERVATION EASEMENT is made this 20th day of August, 1999, by Ritters of Florida, L.L.C., 4617 Clyde Morris Boulevard, Port Orange, Florida 32119, ("Grantor"), in favor of the CITY OF PORT ORANGE, a Florida municipal corporation, whose mailing address is 1000 City Center Circle, Port Orange, Florida 32119 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Volusia County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property") or has obtained joinder and consent from all other such owners with respect to this Easement; and

WHEREAS, various trees located on the Property possess environmental value of great importance to the Grantor and to the people of Port Orange, Florida; and

WHEREAS, this Tree Conservation Easement is intended to comply with the aforementioned Code requirements.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Grantee a tree conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. Purpose. The purpose of this easement is to assure that the trees located on the Property will be retained or replaced forever except as herein provided, in their existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Rights of Grantee. To accomplish the purposes stated above, the following rights are conveyed to Grantee by this Easement:

a. To preserve and protect the environmental value of the Property;

b. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require the restoration or replacement of those trees further described in Exhibit A which may be damaged by any inconsistent activity or use;

c. To enter upon and inspect the Property, in a reasonable manner and at reasonable times to determine if the Grantor or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement; and

d. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited.

4. Reserved Rights. Grantor reserves and excepts unto itself and its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall be construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

7. Recordation. Grantor shall record this instrument in a timely fashion in the Official Records of Volusia County, Florida, and may rerecord it any time as may be required to preserve its right in this Easement.

8. No Limitation. This Easement shall not be construed as a limitation on Grantor's enforcement authority. Grantor is estopped from asserting the invalidity of any code enforcement action based on the existence of this Easement.

9. Successors. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and insure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

Book: 4786
Page: 588

IN WITNESS WHEREOF, Grantor has set its hand on the day and year first above written.

WITNESSES:

GRANTOR: Ritters of Florida, L.L.C.

By: John Dame

Name: John DAME

Title: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20th day of August, 1999, by John Dame on behalf of the Corporation. He is personally known to me or has produced _____ as identification.

LORI L. PRESCHER
MY COMMISSION # CC 801823
EXPIRES: September 12, 2000
Bonded Thru Notary Public Underwriters

Notary Public, State of Florida at Large
My Commission Expires: 9/12/2000

231esmt

Book: 4786
Page: 589

RITTER'S FROZEN CUSTARD
TREE CONSERVATION EASEMENT - LEGAL DESCRIPTION

A portion of the northwest 1/4 of Section 8, Township 16 South, Range 33 East, being more particularly described as follows:

As a point of reference, commence at the northwest corner of said Section 8; Thence South 00 Degrees, 20 Minutes 54 Seconds west along said section line for a distance of 990.11 feet to a point in the south line of a 20-foot road easement; Thence south 89 Degrees 53 Minutes 27 Seconds east along the south right-of-way line of said 20-foot road easement for a distance of 220.89 feet; Thence south 19 Degrees 05 Minutes 24 Seconds east for a distance of 548.50 feet; Thence north 89 Degrees 53 Minutes 27 Seconds west for a distance of 96.18 feet; Thence south 41 Degrees 06 Minutes 51 Seconds east along the westerly line of Terrance Village Subdivision (Map Book 43, Pages 126-127), a distance of 381.64 feet to the Point of Commencement for the following described properties:

Conservation Area 1

From the Point of Commencement, continue south 54 Degrees 42 Minutes 25 Seconds west, a distance of 97.23 feet; Thence south 35 Degrees 17 Minutes 35 Seconds east, a distance of 12.50 feet to the Point of Beginning for Conservation Area 1; Thence north 54 Degrees 42 Minutes 25 Seconds east, a distance of 84.40 feet; Thence south 33 Degrees 46 Minutes 20 Seconds east, a distance of 34.81 feet; Thence south 56 Degrees 13 Minutes 40 Seconds west, a distance of 66.95 feet to a point of curvature concave northerly having a radius of 17.00 feet and a chord bearing north 79 Degrees 31 Minutes 58 Seconds west, continuing along said curve a distance of 26.25 feet; Thence north 35 Degrees 17 Minutes 35 Seconds west, a distance of 16.03 feet to the **Point of Beginning** of Conservation Area 1. Conservation Area 1 containing 0.06 acres, more or less.

Conservation Area 2

From the Point of Commencement, continue south 54 Degrees 42 Minutes 25 Seconds west, a distance 153.31 feet; Thence south 35 Degrees 17 Minutes 35 Seconds east, a distance of 37.99 feet to the **Point of Beginning** of Conservation Area 2; Thence north 53 Degrees 45 Minutes 41 Seconds east, a distance of 16.14 feet to a point of curvature having a radius of 10.00 feet and a chord bearing north 86 Degrees 07 Minutes 06 Seconds east, continue along said curve a distance of 11.29 feet to a point of tangency; Thence south 61 Degrees 31 Minutes 30 Seconds east, a distance of 72.43 feet; Thence south 77 Degrees 17 Minutes 18 Seconds east, a distance of 56.14 feet; Thence south 05 Degrees 01 Minutes 03 Seconds east, a distance of 41.99 feet; Thence south 56 Degrees 13 Minutes 40 Seconds west, a distance of 27.29 feet to the point of curvature having a radius of 24.35 feet and a chord bearing south 79 Degrees 10 Minutes 18 Seconds west, continue along said curve a distance of 20.00 feet to a point of tangency; Thence north 77 Degrees 17 Minutes 18 Seconds west a distance of 55.90 feet; Thence north 14 Degrees 25 Minutes 19 Seconds west, a distance of 48.78 feet; Thence north 53 Degrees 05 Minutes 09 Seconds west, a distance of 46.77 feet to a point of curvature having a radius of 6.00 feet and a chord bearing north 0 Degrees 20 Minutes 16 Seconds east, continuing along said curve a distance of 11.19 feet to the **Point of Beginning** of Conservation Area 2. Conservation Area 2 containing 0.19 acres, more or less.

Conservation Area 3

From the Point of Commencement, continue south 54 Degrees 42 Minutes 25 Seconds west, a distance of 241.68 feet; Thence south 35 Degrees 17 Minutes 35 Seconds east, a distance of 30.60 feet to the **Point of Beginning** of Conservation Area 3; Thence north 55 Degrees 22 Minutes 40 Seconds east, a distance of 6.11 feet; Thence north 34 Degrees 37 Minutes 20 Seconds west, a distance of 3.9 feet to a point on a circle having a radius of 34.23 feet and an arc length of 207.78 feet and an internal angle of 347 Degrees 48 Minutes 28 Seconds, continuing along the arc of said circle to the **Point of Beginning** of Conservation Area 3. Conservation Area 3 containing 0.08 acre, more or less.

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

SUBJECT: (E19a) Support for Legislative Amendment to SB 180

DEPARTMENT: Council

GOAL: N/A

RECOMMENDED MOTION: Discuss whether the City should support the County's effort to seek an amendment to SB 180.

SUMMARY: The County has reached out to all the cities to garner support for recent action taken by County Council to seek a legislative amendment to SB 180. As you may recall from this year's legislative update, SB 180 recently became law and contains some significant preemptions for local governments (including Port Orange). I've attached the County Attorney's PPT as an overview of those preemptions. Faced by the newly adopted SB 180, and specifically due to the retroactive nature of the bill, the County Council was forced to repeal its recently adopted changes to its stormwater regulations in order to comply with the new law. Rather than bring legal challenge against SB 180, as was the course chosen by some of the other cities in Volusia County, the County Council has elected to pursue an amendment to the bill via lobbying efforts in Tallahassee. The amendment sought (also spelled out in the attached PPT) will limit SB 180's impact to only those properties that have been damaged by hurricanes, rather than imposing a broad blanket ban on all local action containing more restrictive or burdensome land use regulations. I've attached a draft letter of support for your consideration.

PRESENTER: Matthew Jones

ATTACHMENTS:

1.	Powerpoint SB 180 2025.08.05 hearing v4	Powerpoint SB 180 2025.08.05 hearing v4.pdf
2.	Draft Letter of Support to Volusia County Council 9-17-2025	Letter to Volusia County Council 9-17-2025.pdf

Amanda Bonin	Created/Initiated - 09/09/2025
Matthew Jones	Final Approval - 09/09/2025

CS/CS/SB 180 – Emergencies
Chapter 2025-190, Laws of Florida

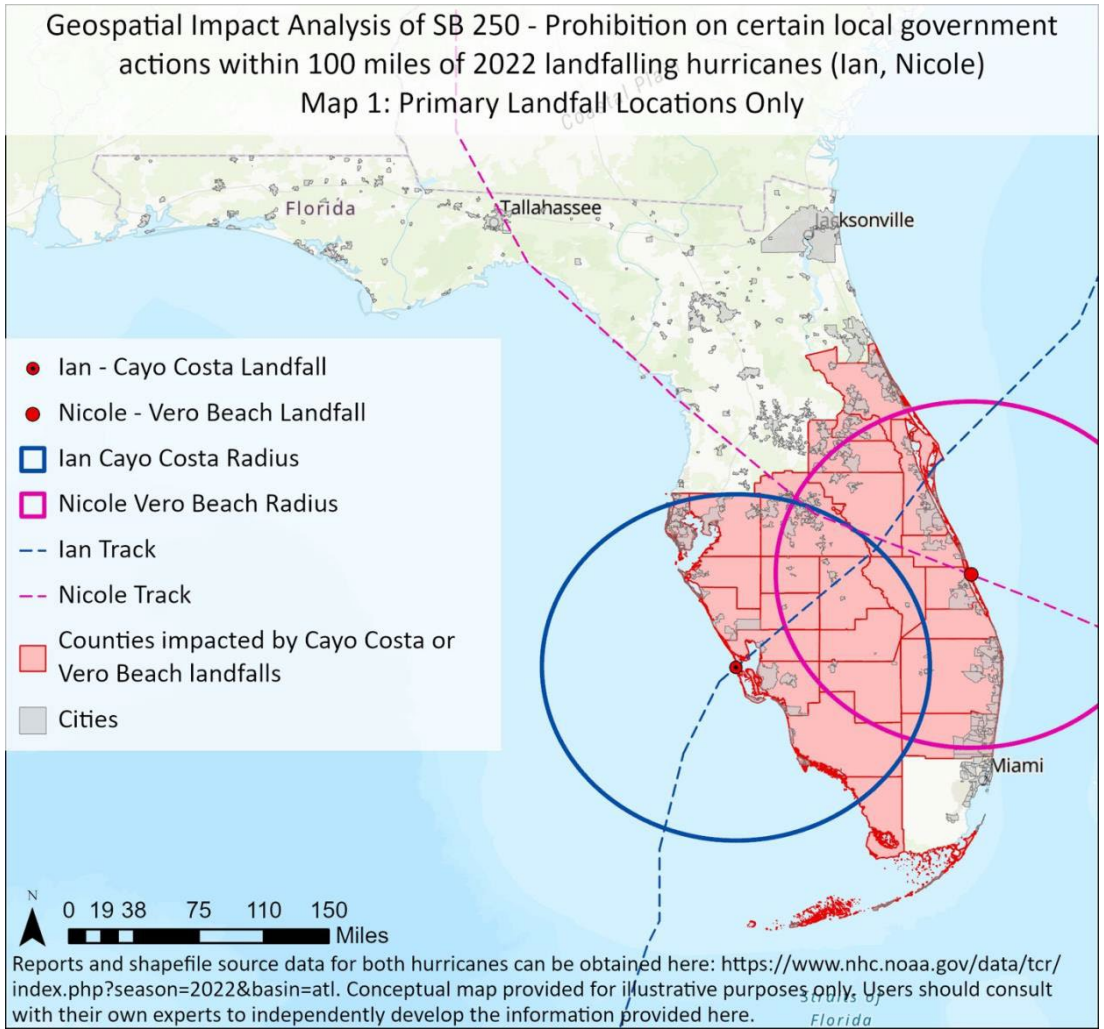
Volusia County
FLORIDA

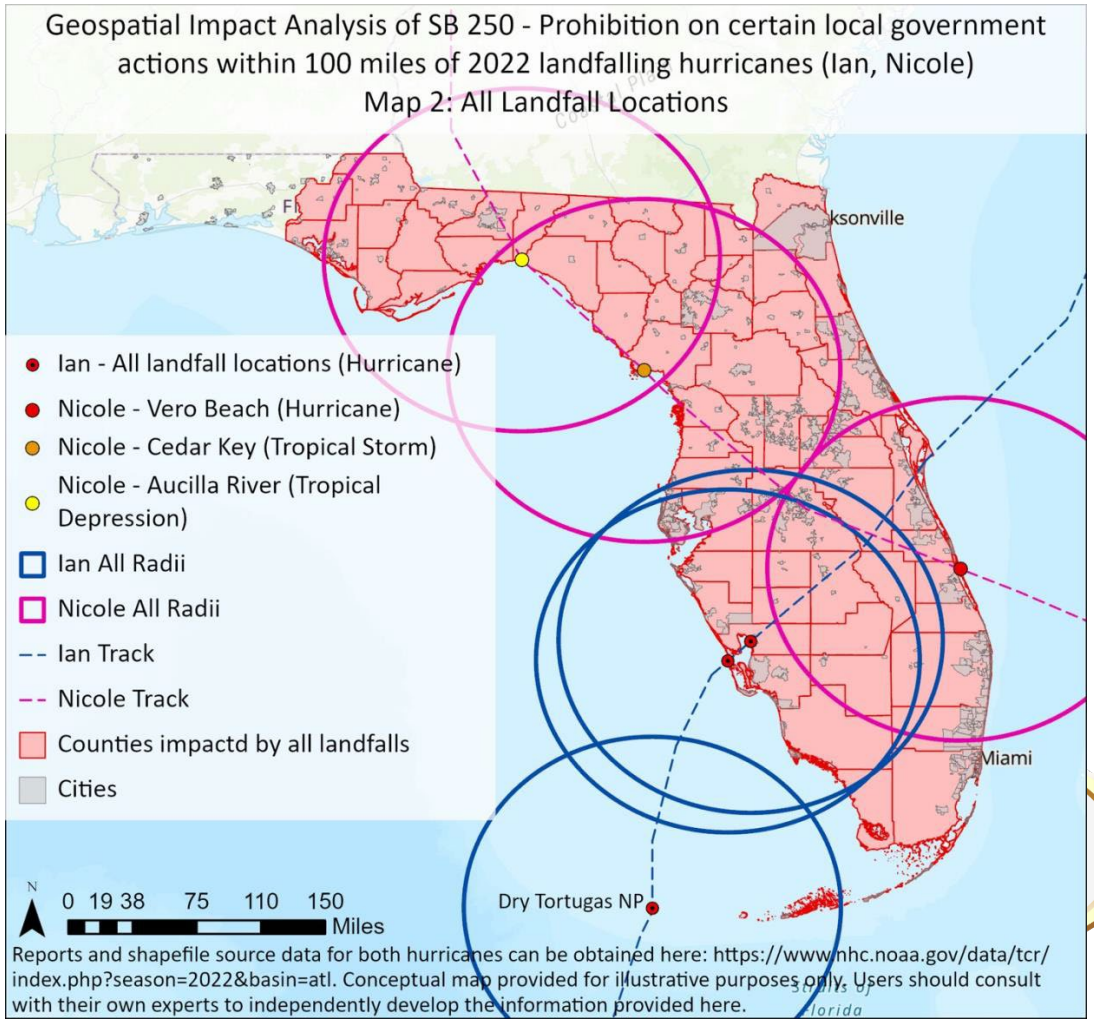
SB 180 – Emergencies

- Future Hurricanes
  - Section 18 creates section 252.422, F.S. It pre-empts more restrictive or burdensome land regulations or processes for one year after a hurricane makes landfall for a county and its municipalities 1) listed in a federal disaster declaration, and 2) located within 100 miles of the track of a categorized hurricane.

SB 180 – Emergencies

- Examples from SB 250 – 100 mile - Landfall vs Track

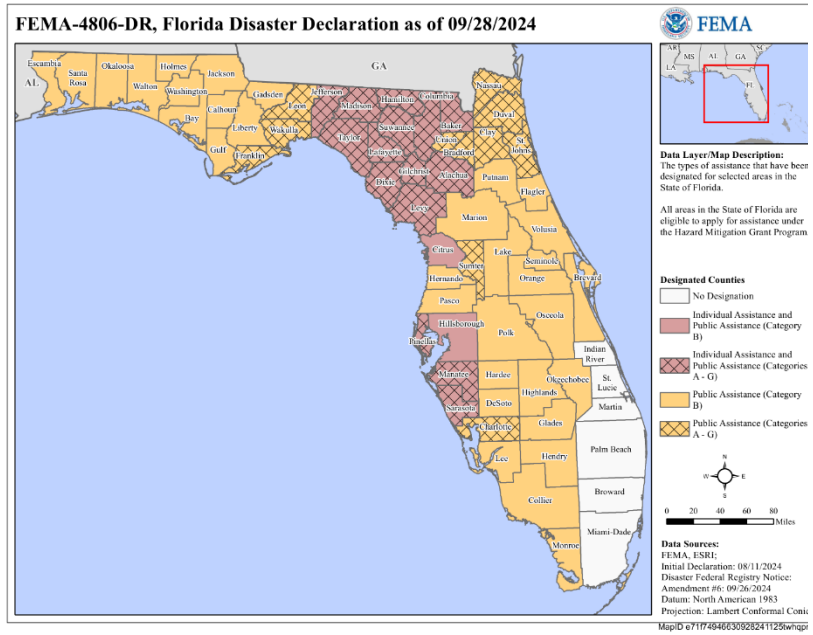


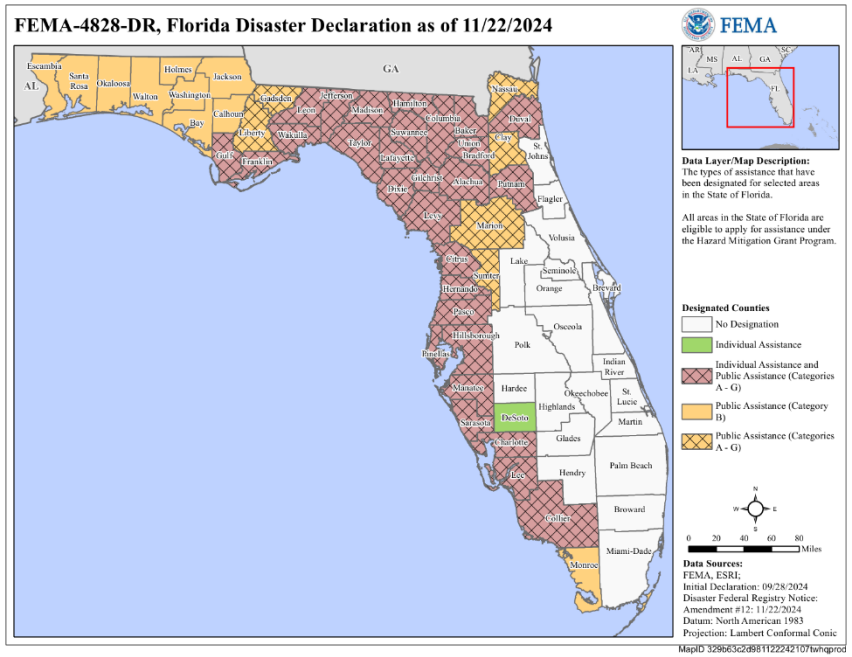


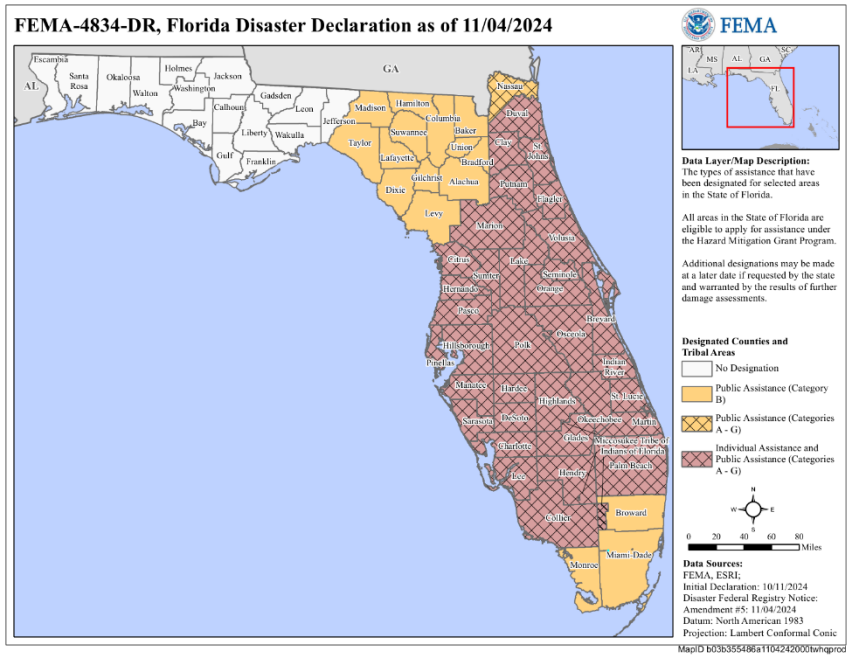
SB 180 - Emergencies

- Section 28 – Retroactive preemption
  - (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR–4806), Hurricane Helene (DR–4828), or Hurricane Milton (DR–4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land development regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

Declarations – Debbie, Helene, Milton







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Potential issues with challenges to SB 180

- Standing
  - The Public Official Standing Doctrine generally bars public officials from challenging the constitutionality of state statutes.
    - Exceptions: 1) ministerial official required to disburse public funds; 2) individual injured in personal capacity.
    - Disagreement with a constitutional or statutory duty, or the means by which it is to be carried out, does not create a justiciable controversy.
- Home Rule
  - Home rule is the authority of a local government to legislate without a direct grant of express authority by the state legislature.
    - "Counties operating under county charters shall have all power of local self-government not inconsistent with general law…"
  - Home rule is not a grant of authority to act in areas that the legislature has preempted. We are subordinate to state rule.

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Direction from Council

- On July 22, 2025, County Council directed staff to bring back an agenda item to discuss seeking an amendment to SB 180.

Proposed amendments (DRAFT)

- Proposed Section 18 changes

252.422. Restrictions on county or municipal regulations after a hurricane

(1) As used in this section, the term "impacted local government" means a county listed in a federal disaster declaration located entirely or partially within 100 miles of the track of a storm declared to be a hurricane by the National Hurricane Center while the storm was categorized as a hurricane or a municipality located within such a county.

(2) For 1 year after a hurricane makes landfall, an impacted local government may not enforce ~~propose or adopt~~:

(a) A moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricane.

(b) A more restrictive or burdensome amendment to its comprehensive plan or land development regulations on any property damaged by such hurricane.

(c) A more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined in s. 163.3164 on any property damaged by such hurricane.

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Proposed amendments (DRAFT)

- Proposed Section 28 changes
  - (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR–4806), Hurricane Helene (DR–4828), or Hurricane Milton (DR–4834), and each municipality within one of those counties, may not enforce ~~propose or adopt~~ any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; enforce ~~propose or adopt~~ more restrictive or burdensome amendments to its comprehensive plan or land development regulations on any property damaged by such hurricanes; or enforce ~~propose or adopt~~ more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, on any property damaged by such hurricanes before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall not be effective against property damaged by such hurricanes ~~be null and void ab initio~~. This subsection applies retroactively to August 1, 2024.

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Questions?

- Contact Information

Paolo Soria
Senior Assistant County Attorney
psoria@volusia.org
386-736-5950

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
www.Port-Orange.org

September 17, 2025

Volusia County Council
123 W. Indiana Ave
DeLand, FL 32720

Dear Members of the Volusia County Council,

On behalf of the City Council of the City of Port Orange, I am writing to express our support for the legislative changes to Senate Bill 180 as proposed by Volusia County.

The City of Port Orange recognizes the significance of these changes and their aim of preserving home rule and protecting the rights of local governments to legislate at the local level on local issues. We believe that these amendments will have a positive impact not only on our city but also on the broader community of Volusia County.

We commend the County Council for spearheading the lobbying effort for these proposed changes, and we stand ready to collaborate in any way necessary to support the proposed amendment.

Thank you for your attention to this matter and for your continued dedication to the betterment of our community.

Sincerely,

Scott Stiltner
Mayor, City of Port Orange

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/16/2025

SUBJECT: (F22) Police Pension Board 5th Member Re-appointment - Lt. Warren Carman

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to re-appoint Lt. Warren Carman to the Port Orange Police Pension Board as its fifth member trustee for a four-year term (expiring October 1, 2029).

SUMMARY: At its quarterly meeting on August 18, 2025, the Police Officers' Pension Board reappointed Lt. Warren Carman as its fifth member trustee for a four-year term (expiring October 1, 2029).

Section 54-134(a) of the Port Orange Code of Ordinances [also reference Section 185.05(1)(a) of Florida Statutes] provides for membership of the board of trustees for police pension plans. As a local law pension plan, the Board of Trustees for the Port Orange Police Officers' Pension Board consists of five trustees appointed as follows:

- Two legal residents of the municipality who shall be appointed by the City Council;
- Two full-time police officers who shall be elected by a majority of the active police officers who are members of such plan; and
- A fifth member chosen by a majority of the previous four trustees and submitted to the City Council which shall, as a ministerial duty, appoint such person to the board of trustees as its fifth member.

Each appointed or elected member serves as a trustee for a four-year term. This appointment is for formal consideration and reappointment as a ministerial duty.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Fifth Member Appointment 2025	Fifth Member Appointment 2025.pdf

Amanda Bonin — Created/Initiated - 08/25/2025
Robin Fenwick — Approved - 08/25/2025

MEMORANDUM

August 19, 2025

TO: Robin Fenwick, Assistant City Manager & Amanda Bonin, Deputy City Clerk

FROM: Karan Rounsavall, Pension Plan Administrator Karan J. Rounsavall

SUBJECT: City Council Appointment of Fifth Member – Lt. Warren Carman
Port Orange Police Officers' Pension Board of Trustees

At its quarterly meeting on August 18, 2025, the Police Officers' Pension Board reappointed Lt. Warren Carman as its fifth member trustee for a four-year term (expiring October 1, 2029). Please submit Lt. Carman's name to the Port Orange City Council for formal consideration and reappointment as a ministerial duty.

Section 54-134(a) of the *Port Orange Code of Ordinances* [also reference Section 185.05(1)(a) of *Florida Statutes]* provides for membership of the board of trustees for police pension plans. As a local law pension plan, the Board of Trustees for the Port Orange Police Officers' Pension Board consists of five trustees appointed as follows:

- Two legal residents of the municipality who shall be appointed by the city council;
- Two full-time police officers who shall be elected by a majority of the active police officers who are members of such plan; and
- A fifth member chosen by a majority of the previous four trustees and submitted to the city council which shall, as a ministerial duty, appoint such person to the board of trustees as its fifth member.

Each appointed or elected member serves as a trustee for a four-year term.

Please advise when this matter will be placed on City Council's agenda and when it has taken this action. If there are any questions or you require additional information, please feel free to contact me.