



**City of South Daytona  
Mandatory  
Pre-Bid Meeting Minutes  
City Council Chambers  
1672 S. Ridgewood Ave, South Daytona, Florida**

<b>Bid Number:</b>	24-B-001
<b>Bid Title:</b>	South Daytona Piggotte Community Center Monument Sign
<b>Pre- Bid Date:</b>	2:00 P.M. on Wednesday, February, 6, 2024

**Call to Order.** Meeting called to order at 2:00pm by Deputy City Clerk Becky Witte.

**Staff Present:**

Deputy City Clerk Becky Witte  
Parks and Recreation Director Amy Zengotita  
Public Works Director Adam Thornton

**Other Attendees:**

Raymond K. Webb, Kenco Signs LLC  
Greg Martin, SAS Sign & Lighting Services  
Mike Hanson, Don Bell Signs  
Roger Coffman, Permacraft  
Eva Colee, Grants Planner, County of Volusia  
Alex Gallon, Project Coordinator, County of Volusia

1. Scope of Work – City Staff discussed the scope of work for the Project.
2. CDBG requirements: Eva Colee discussed this Federally Funded Project which has additional reporting requirements. She said that Section 3, Business Concern Certification is required to be submitted with the bid.
3. Questions by the attendees.

Addendum will cover:

- (a) Permit from City Hall Sign (attached)
- (b) Bid from City Hall Sign (Bid 21-B-006) (attached)

- (c) The bid should be to place the new sign in the existing planter (replace where current sign is located). The City will be responsible for removing the existing sign and adjacent shrubs.
- (d) The City will upgrade the power needed for the new sign.
- (e) Section 3, Business Concern Certification is required to be submitted with the bid. (attached

**Adjournment.** Meeting adjourned at 2:12pm by Deputy City Clerk Becky Witte

Attached:     Sign-in sheet  
                 Addendum 1

# City of South Daytona - Bid Sign In Sheet

Bid Number:	24-B-001
Bid Title:	South Daytona Piggotte Community Center Monument Sign
Pre- Bid Date:	2:00 P.M. on Wednesday, February, 6, 2024

Attendees Name	Position Title	Company Name	Address of Company	Phone	Email
Becky Witte	Deputy City Clerk	City of South Daytona	1672 S. Ridgewood Avenue, South Daytona, Florida 32119	386-322-3011	bwitte@southdaytona.org
Amy Zengotita	Parks and Recreation Director	City of South Daytona	504 Big Tree Road, South Daytona, Florida	386-322-3070	azengotita@southdaytona.org
KENCO SIGNS	PRER.	RAYMOND WEBB	1539 GARDEN HOLLY HILL	386-672-1590	1redpartnersfl@gmail.com
Adam Thornton	Public Works		170 Segrave St.	322-3080	
Greg Martin	owner	SOS Signs	2127 S Ridgewood	386-322-5222	greg@soscustomsigns.com
Mike Hansen	Proj Mgr	Don Bell Signs	365 Oak Place	386-547-3473	mhansen@donbellsigns.com
Eva Colee	Grants Planner	County of Volusia	121 W Rich Ave	386-736-5955	CDRG@volusia.org
Alex Crallen	Proj Coordinator	County of Volusia	121 W Rich Ave	386-736-5955	CDRG@volusia.org
Roger Cotton	Permacraft Signs		1644 S Ridgewood Ave	386-767-8011	permacraftsigns@yahoo.com



# City of South Daytona Bid Addendum

<b>Bid Number:</b>	24-B-001
<b>Bid Title:</b>	South Daytona Piggotte Community Center Monument Sign
<b>Bid Opening Date:</b>	2:00 P.M. on Wednesday, February, 28, 2024
<b>Bid Addendum Number:</b>	1
<b>Bid Addendum Date:</b>	February 6, 2024

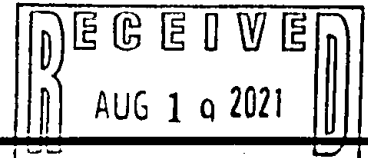
***Clarifications and additional documentation from the Mandatory Pre-Bid Meeting held on February 6, 2024***

1. Permit from City Hall Sign (attached).
2. Bid from City Hall Sign (Bid 21-B-006) (attached).
3. The bid must be to place the new sign in the existing planter (replace where current sign is located). The City will be responsible for removing the existing sign and adjacent shrubs.
4. The City will upgrade the power needed for the new sign.
5. Section 3, Business Concern Certification is required to be submitted with the bid. (attached).
6. The City is open to products similar to Optech or Watch Fire.



# City of South Daytona

## Permit Application



Permit Number:	By _____
Job Address: <u>1672 S Ridgewood Ave S Daytona FL.</u>	Date Received:
<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	Date Issued:
Flood Zone: <input type="checkbox"/> X-Shaded <input type="checkbox"/> X-Un Shaded <input type="checkbox"/> A <input type="checkbox"/> AE	Date Finaled:
DESCRIPTION OF WORK: <u>Install NEW Monument Sign</u>	
DECLARED PROJECT COST: (Include labor & materials) \$ <u>87,500</u>	
Notice of Commencement Required for any project over \$2,500.00 (HVAC Systems over \$7,500.00)	

<b>CONTRACTOR INFORMATION</b>		<input type="checkbox"/> CHECK HERE IF OWNER CONTRACTOR ON OWNER'S RESIDENCE	
Company Name	OFFICE USE ONLY: <input type="checkbox"/> Contractor current with Volusia County Contractor Licensing – Date Verified: _____		
Phone Number		Email Address	
Mailing Address			
Licensee		License Number	
<b>OWNER INFORMATION</b>			
Property Owner	<u>CITY of South Daytona.</u>		
Mailing Address	<u>P.O. Box 214960 South Daytona FL 32119</u>		
Phone Number	<u>386-322-3020</u>	E-mail Address	<u>cadd@southdaytona.org</u>
Parcel Number	<u>534401030010</u>		

<b>BUILDING INFORMATION:</b> Addition of: SQUARE FOOT LIVING _____ SQUARE FOOT OTHER _____ TOTAL ADDED SQUARE FEET _____
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<b>ELECTRICAL:</b> Description of Work: <u>Connect New Sign To Existing Power</u> Declared Cost: _____			
Contractor	<u>PERMACRAFT Signs</u>		
	OFFICE USE ONLY: <input type="checkbox"/> Contractor current with Volusia County Contractor Licensing – Date Verified: _____		
Phone Number	<u>386-767-8011</u>	E-mail Address	<u>permacraftsign@yahoo.com</u>
License Holder	<u>ALEX PROVAN</u>	License Number	<u>EG 13009410</u>
<input checked="" type="checkbox"/> Existing Service <input type="checkbox"/> New Service <input type="checkbox"/> Upgrade Service <input type="checkbox"/> Limited Use <input type="checkbox"/> Disconnect/Reconnect			
<input type="checkbox"/> Temporary Underground Temp Pole: <input type="checkbox"/> Yes <input type="checkbox"/> No Number New/Altered Circuits: _____			
Service Size: NEW Amps _____ Volts _____ Phase <input type="checkbox"/> 1PH <input type="checkbox"/> 3PH OLD Amps _____ Volts _____ Phase <input type="checkbox"/> 1PH <input type="checkbox"/> 3PH			

<b>MECHANICAL/HVAC:</b> Description of Work: _____ Declared Cost: _____			
Contractor	OFFICE USE ONLY: <input type="checkbox"/> Contractor current with Volusia County Contractor Licensing – Date Verified: _____		
Phone Number		E-mail Address	
License Holder		License Number	
<input type="checkbox"/> New <input type="checkbox"/> Replacement TONS: _____ SEER #: _____ <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Oil <input type="checkbox"/> Heat Pump <input type="checkbox"/> A/C			

<b>PLUMBING / GAS / GENERATOR / SOLAR:</b> Description of Work: _____ Declared Cost: _____			
Contractor		OFFICE USE ONLY: [ ] Contractor current with Volusia County Contractor Licensing – Date Verified: _____	
Phone Number		E-mail Address	
License Holder		License Number	
<input type="checkbox"/> <b>PLUMBING:</b> Number of added fixtures, floor drains, or traps: _____			
<input type="checkbox"/> <b>GAS:</b> <input type="checkbox"/> LP or <input type="checkbox"/> Natural Tank Location: <input type="checkbox"/> Above Ground <input type="checkbox"/> Underground Number of Gas Outlets: _____			
<input type="checkbox"/> <b>GENERATOR:</b> Fuel Source: _____ Tank Installation: _____ Number of Gas Connections: _____ Tank Location: <input type="checkbox"/> Above Ground <input type="checkbox"/> Underground Connection To: _____			
<input type="checkbox"/> <b>SOLAR:</b> Heating System: <input type="checkbox"/> Yes <input type="checkbox"/> No Cooling System: <input type="checkbox"/> Yes <input type="checkbox"/> No Water Heater: <input type="checkbox"/> Yes <input type="checkbox"/> No Equipment: <input type="checkbox"/> Yes <input type="checkbox"/> No Piping: <input type="checkbox"/> Yes <input type="checkbox"/> No General: <input type="checkbox"/> Yes <input type="checkbox"/> No Panel Location: <input type="checkbox"/> Ground Mount <input type="checkbox"/> Rooftop			

<b>SIGN:</b> Description of Work: <u>Install NEW Monument Sign</u> Declared Cost: _____			
Contractor		OFFICE USE ONLY: [ ] Contractor current with Volusia County Contractor Licensing – Date Verified: <u>8/19/21</u>	
Phone Number	<u>386-767-8011</u>	E-mail Address	<u>permacraftsign@yahoo.com</u>
License Holder	<u>ALEX PROVAN</u>	License Number	<u>EC 13009410</u>
<input checked="" type="checkbox"/> Ground <input type="checkbox"/> Pole <input type="checkbox"/> Wall <input type="checkbox"/> Window <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Illuminated <input type="checkbox"/> Non-Illuminated Front Footage of Property: _____ Square Footage of Building or Unit: _____ Sq. Footage of existing signage (single face): _____ Sq. Footage of proposed signage (single face): _____			

<b>FIRE:</b> Description of Work: _____ Declared Cost: _____			
Contractor		OFFICE USE ONLY: [ ] Contractor current with Volusia County Contractor Licensing – Date Verified: _____	
Phone Number		E-mail Address	
License Holder		License Number	
<input type="checkbox"/> Fire Alarm <input type="checkbox"/> Sprinklers - Sprinkler Heads _____ <input type="checkbox"/> Other: _____			

Application is hereby made to obtain a permit to do the work and installations as indicated. I verify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction.

**OWNER'S AFFIDAVIT:** I verify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

**WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.**

**\*\* I hereby declare that all information contained in this building permit application is true and correct\*\***

Check one: [ ] Owner/Builder (Must personally appear in office & sign) ☒ Contractor or Authorized Agent (Agent must submit power of attorney)

[Signature]  
Authorized Signature

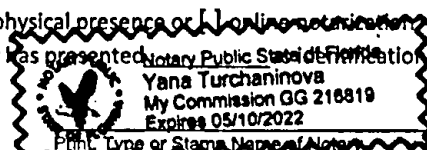
8/19/21  
Date

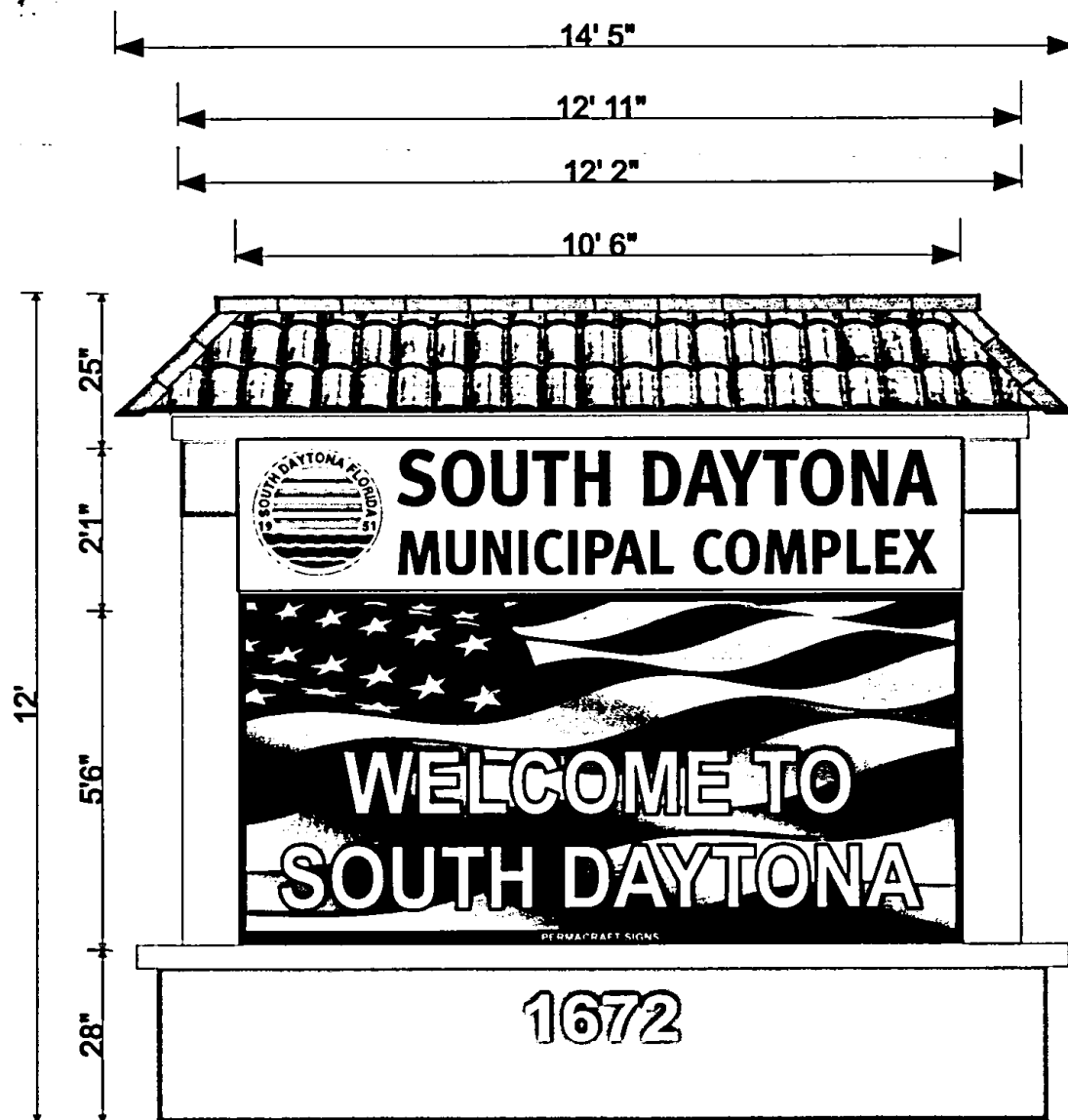
STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online communication this 19 day of August 2021 by \_\_\_\_\_ who is personally known to me or has presented \_\_\_\_\_

Seal:

[Signature]  
Notary Public Signature

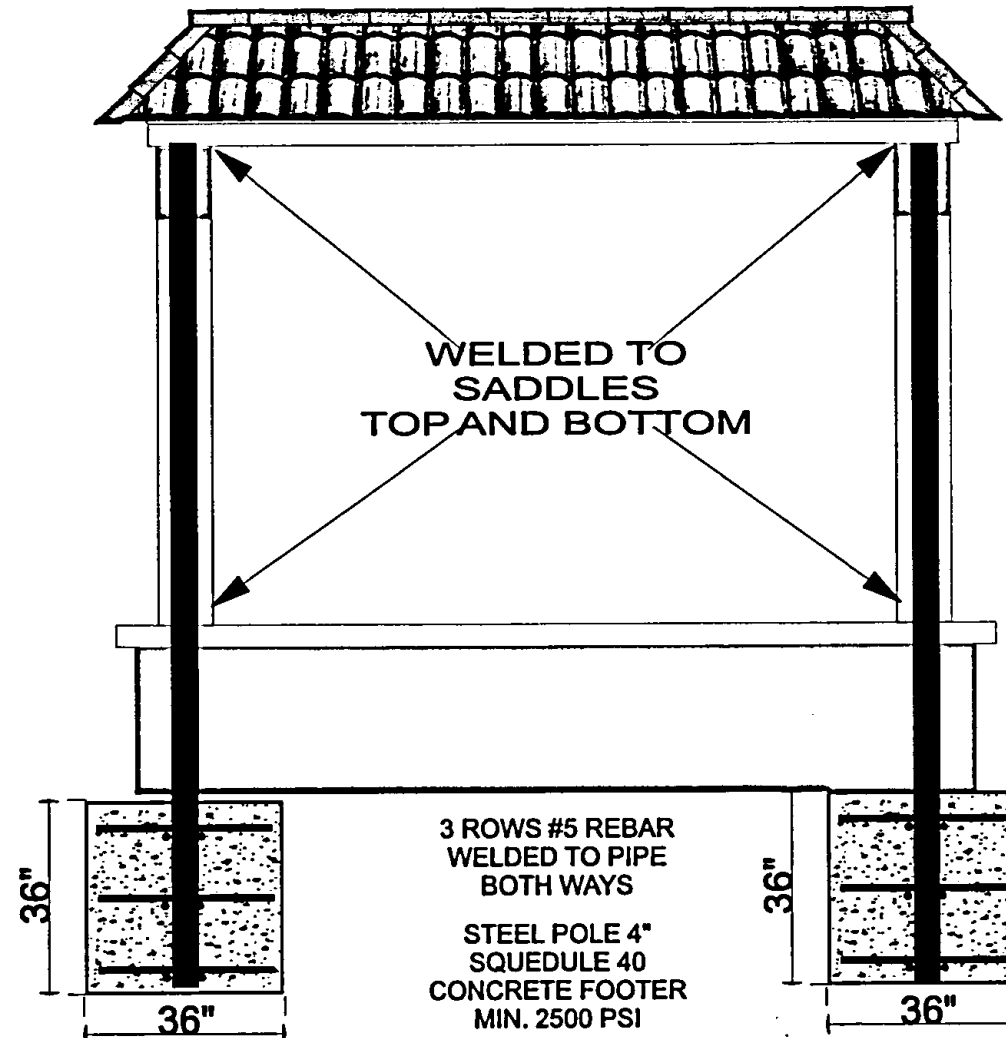




1672 SOUTH RIDGEWOOD AVE.  
 SOUTH DAYTONA FL, 32129

THIS SIGN HAS BEEN DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE - SEVENTH EDITION (2020) RESIDENTIAL, INCLUDING THE CODES REFERENCED THEREIN AND WITH ASCE-7 FOR AN ENCLOSED STRUCTURE (INT. PRESSURE COEFFICIENT. +/- 0.18) SEE ATTACHED PROJECT-SPECIFIC DESIGN CRITERIA.

ETL APPROVED ELECTRICAL  
 SIGN CABINET WITH L.E.D.  
 LIGHTING UL APPROVED DISCONNECT.



FILE NAME

DATE 8/18/21

REVISIONS

1  
 2  
 3  
 4  
 5

PAGE 11 OF 11

PROJECT LOCATION

ACCOUNT:

STREET

CITY PORT ORANGE, FL. ZIP CODE 32127

CUSTOMER APPROVAL

SIGNATURE

PRINT NAME

APPROVAL DATE

Signs Manufactured by  
 Permacraft Signs



1644 S. RIDGEWOOD AVE  
 S. Daytona FL 32119  
 Phone: (386).767.8011  
 Fax: (386).767.8246

ER13014880

By signing this artwork you acknowledge that this artwork is final. All errors found from this point forward cannot be corrected without a change order. It is your responsibility as the client to ensure that this artwork is correct. Permacraft Signs will not be responsible for any errors after you have signed and finalized this artwork.

The original design artwork submitted or printed artwork is the property of Permacraft Signs. All artwork submitted to Permacraft Signs is subject to review and approval. Permacraft Signs reserves the right to make any and all changes to the artwork and to the extent of the changes, the client agrees to be responsible for the cost of the changes.

www.permacraftsigns.com  
 permacraftsign@yahoo.com



ASCE 7-10  
Sign Wind Load Program

STRUCTURAL CHARACTERISTICS	
Structural Characteristic	Rigid
Sign Member Type	Flat Member
Wind Design Speed	Ultimate
Wind Velocity (mph)	139
Exposure	D
s, Height (ft)	12.00
B, Width (ft)	14.00
Length/Thickness (ft)	1.33
z, Height of Sign above ground (ft)	
Open Area in Sign (sq ft)	0.00
Round Member Diameter of Open Sign (ft)	0.00
r, Return Corner (ft)	0.00
g, Damping Ratio (% of critical h, B, L)	0.0000
n1, Natural Frequency (Hz)	1.00
Kd, (Applicable?)	No

GROUND SURFACE CONDITIONS	
Number of Supports	1.0
Cross-Section	Round
Type of Surface	Moderately Smooth
h, Diameter/Least Horizontal Dimension (ft)	0.3
h, Height of support (ft)	7.2
g, Damping Ratio (% of critical h, B, L)	0.0000
n1, Natural Frequency (Hz)	1.0

FOOTING & EARTH	
Earth Type	Sand, silty sand, clayey sand, silty gravel and clayey gravel
Width of Concrete Footing (ft) (Must be 1.0 or greater)	3.00

SIGN DIMENSIONS & SHAPES	
Hill Shape	Flat - No Hill
H, (ft)	
L, (ft)	
S, (ft)	
Z, (ft)	

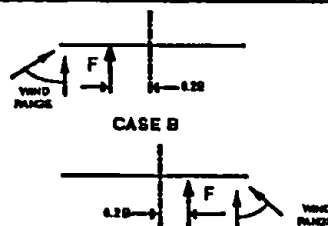
SIGN TYPE & MATERIAL	
Sign Level	Ground Level
Type of Sign	Billboard
Member Type	Flat
Type of Structure	Rigid
g, Solidity Ratio (%)	100.0

SIGN SUPPORT DIMENSIONS	
Support Above Sign (ft)	294.58
Top Half of Support(s) (ft)	10.84
Bottom Half of Support(s) (ft)	10.84

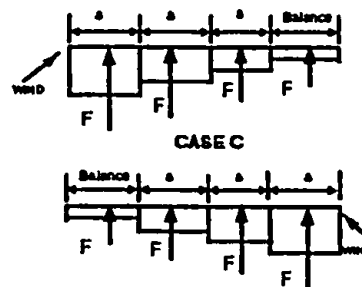
FOOTING DIMENSIONS	
<b>CONSTRAINED</b>	
Concrete Footing Dimensions (Applies to both Ground Mounted & Elevated Signs)	
a, Footing Depth (ft)	3.00
b, Footing Width (ft)	3.00
<b>NONCONSTRAINED</b>	
Foot Embedment Depth (For Elevated Signs Only - No Concrete Footing)	
a, Footing Depth (ft)	Does Not Apply, Sign is not elevated.



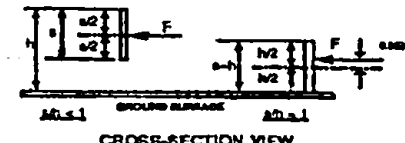
Case A	Force through the geometric center	
Force	294.58	(kft)
Force	1,877.39	(lbs)



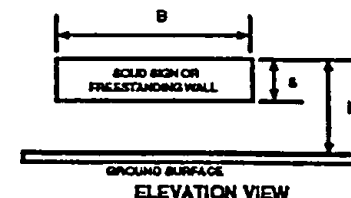
Case B	1.38	Number (in feet) on either side of geometric center
Force	294.58	(kft)



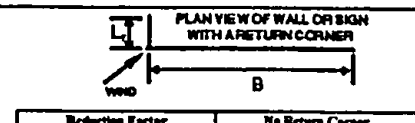
Case C		
Force on Region (kft)	0 to 1	Not Required
	1 to 2	Not Required
	2 to 3	N/A
	3 to 4	N/A
	4 to 5	N/A
	5 to 10	N/A
	> 10	N/A



h/B < 1	NO	h/B > 1	YES
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B (ft)	6.00
h (ft)	6.33
h (ft)	6.33



PLAN VIEW OF WALL OR SIGN WITH A RETURN CORNER	
Reduction Factor	No Return Corner
294.58 (kft)	13.5 ft
10.84 (kft)	7.17 ft
10.84 (kft)	3.585 ft
10.84 (kft)	N/A ft
Sign with Support(s)	Sign as Grade
This Design is Applicable	This Design is Not Applicable



#### GENERAL NOTES

- 1.) SPECIFICATIONS SHALL PREDOMINATE OVER NOTES. NOTES SHALL PREDOMINATE OVER DRAWINGS. WRITTEN DIMENSIONS SHALL PREDOMINATE OVER SCALE OF DRAWINGS.
- 2.) INSTALLATIONS OF MATERIALS AND ASSEMBLIES SHALL MEET OR EXCEED MANUFACTURER'S BEST RECOMMENDATIONS.
- 3.) DESIGN IS BASED UPON INFORMATION SUPPLIED, WHICH IS PRESUMED TO BE ACCURATE AND COMPLETE.
- 4.) ALL NOTES SHALL BE CONSIDERED AS TYPICAL (TYP.) UNLESS NOTED OTHERWISE (UNLQ.).
- 5.) ALL REASONABLE ATTEMPTS HAVE BEEN MADE TO VERIFY EXISTING CONDITIONS AND ADAPT DESIGN ACCORDINGLY. DRAWINGS ARE PROVIDED TO CONVEY DESIGN INTENT, BUT NOT TO SUBSTITUTE FOR SPECS, SHOP DRAWINGS, ETC. OF SUBCONTRACTORS AND/OR SUPPLIERS.
- 6.) GENERAL CONTRACTOR OR OWNER BUILDER SHALL PROVIDE CONSTRUCTION WHICH CONFORMS WITH ALL PERTAINING REGULATIONS, CODES, AND LOCAL JURISDICTIONS OF SUCH.
- 7.) GENERAL CONTRACTOR OR OWNER BUILDER SHALL VERIFY EXISTING CONDITIONS AND NOTIFY DANIEL JOHNS P.E. OF ANY DISCREPANCIES OR CHANGES PRIOR TO CONSTRUCTION.
- 8.) ALL FIXED GLASS AND/OR OPERABLE WINDOWS OR OTHER GLAZINGS TO BE SAFETY GLASS AS REQUIRED AND DEFINED IN THE 2017 FBC - RESIDENTIAL SECTION R308.
- 9.) PROVIDE 1/2" EXTERIOR DRYWALL ON ALL EXTERIOR CEILINGS & SURFACED WITH CEMENTITIOUS COATING PER INCLUDED SPECIFICATION (TYP.).
- 10.) ALL BEDROOM WINDOW SHALL MEET MINIMUM EGRESS REQUIREMENT PER 2017 FBC - RESIDENTIAL PER SECTION R310.
- 11.) FOR FRONT ENTRY USE 3'-0" W. MINIMUM DOOR OR (2) 3'-0" W. DOORS UNLESS EXISTING IS TO REMAIN IN REMODEL OR REPAIR SITUATIONS. TO BE NOTED ON DRAWING.
- 12.) INSTALL GUARDRAIL SYSTEM (38" MIN. HEIGHT W/ PICKETS @ LESS THAN 4" MAX. CLEAR SPACE AND BOTTOM RAIL WITH 2" MAX. SPACE) TO WITHSTAND A 200 LB. CONCENTRIC HORIZONTAL LOAD APPLIED TO A 1 SQ. FT. AREA AS WELL AS A 200 LB. POINT LOAD AT ANY POINT ALONG TOP OF GUARDRAIL WITH STRUCTURES THAT HAVE AN ADJACENT GRADE OF 30° OR GREATER TO PROVIDE GUARDRAIL.
- 13.) ALL STRUCTURAL WOOD FRAMING MEMBERS TO BE #2 SYP UNLESS NOTED OTHERWISE.
- 14.) ALL DECORATIVE CEMENTITIOUS COATING (INCLUDING STUCCO) PER MFG. SPECS TO PROVIDE WATERPROOF BARRIER W/ BOND BREAK.
- 15.) STUCCO ON METAL LATHE WILL BE A MINIMUM OF 7/8 THK. IN ACCORDANCE WITH ASTM C928.
- 16.) STUCCO MUST EXTEND A MINIMUM OF 1" BELOW THE SOLE PLATE AS REQUIRED PER ASTM C1063. AS SUCH SLAB MUST BE A MINIMUM OF 7" ABOVE GRADE FOR TERMITE INSPECTION IN ACCORDANCE W/ THE 2017 FBC-RESIDENTIAL SECTION R703.
- 17.) FOR ADDITIONS & ALTERATIONS - SMOKE DETECTORS WILL BE INSTALLED IN ANY EXISTING RESIDENCE IF NOT CURRENTLY INSTALLED AS REQUIRED PER THE FBC 2017 RESIDENTIAL - SECTION R314.
- 18.) FOR ADDITIONS & ALTERATIONS - CARBON MONOXIDE DETECTORS WILL BE INSTALLED IN ANY EXISTING RESIDENCE IF NOT CURRENTLY INSTALLED AS REQUIRED PER THE 2017 FBC RESIDENTIAL - SECTION R313.1.
- 19.) GARAGE WALLS & CEILING (INCLUDING ATTIC ACCESS) TO BE COVERED W/ 1/2" (MIN.) GYP BOARD. ALL JOINTS TO BE TAPED AND SEALED W/ APPROVED JOINT COMPOUND.
- 20.) DOOR FROM GARAGE TO RESIDENCE SHALL BE ONE OF THE FOLLOWING:
  - SOLID WOOD NOT LESS THAN 1-3/8" THICK
  - SOLID OR HONEY-COMBED STEEL NOT LESS THAN 1-3/8" THICK
  - 20-MINUTE FIRE-RATED

#### GENERAL FOUNDATION NOTES

- 1.) CONTRACTOR OR OWNER BUILDER SHALL FIELD VERIFY ALL DIMENSIONS, ELEVATIONS, EXISTING CONDITIONS, AND FUTURE LOCATIONS PRIOR TO INSTALLING CONCRETE.
- 2.) ALL AREAS OF FOUNDATION SHALL BE ON TERMITE POISONED, COMPACTED, CLEW FILL OR STABILIZED EXISTING SOIL.
- 3.) ALL FILL AREAS OF THE FOOTING/SLAB AREA SHALL BE F.O.D.T. CLASS "A" AND SHALL BE COMPACTED IN A MAXIMUM OF 6" LIFTS TO 93% RELATIVE DENSITY.
- 4.) ALL FOOTING/SLAB AREAS SHALL HAVE A MINIMUM SOIL BEARING CAPACITY OF 2000 P.S.F. TO BE SITE VERIFIED AND CERTIFIED.
- 5.) CONCRETE IN SLABS AND FOOTINGS SHALL BE A MINIMUM 2500 P.S.I. STRENGTH AND SHALL DEVELOP 80% OF FULL STRENGTH WITHIN 28 DAYS. UNLQ.
- 6.) ALL FOOTINGS SHALL BE A MINIMUM OF 12" BELOW FINISHED GRADE, AND TOP OF SLABS (UNDO AREA) TO BE A MINIMUM OF 6" ABOVE FINISHED GRADE.
- 7.) FOOTING SHALL BE REINFORCED WITH #3 BARS AS INDICATED. ALL BARS SHALL CONFORM TO ASTM SERIAL DESIGNATION A305 (INCLUDES 2.5" OF CONCRETE COVERAGE OVER STEEL BARS), BE CLEW, AND FREE FROM RUST AND SCALE. SPLICES SHALL OVERLAP A MINIMUM 25".
- 8.) ALL FLOOR SLABS SHALL BE MINIMUM OF 4" THICK CONCRETE REINFORCED W/ 75 LBS. OF FIBERGLASS FIBER PER CUBIC YARD PER ASTM-1118, ON 6 MIL POLYETHYLENE WAPOR REINFORCER.
- 9.) EXTEND SLAB AND PROVIDE RECESS PER MFG. SPECS TO RECEIVE SLIDING GLASS DOOR TRACKS. SEE PLAN FOR LOCATIONS.
- 10.) EXTEND SLAB FOR THRESHOLD PER MFG. SPECS AT ALL DOOR OPENINGS. SEE PLAN FOR LOCATIONS.
- 11.) MISSING EMBEDDED STEEL MAY BE INSTALLED AS FOLLOWS W/ SIMPSON ET OR SET EPOXY: DRILL 3/4" FOR #6- OR 5/8" FOR #4- TO MIN. DEPTH OF 6". CLEW HOLE W/ OIL-FREE COMPRESSED AIR. FILL HOLE 1/2 TO 2/3 FULL STARTING FROM BOTTOM W/ ET OR SET 2-PART EPOXY. INSERT CLEW & OIL-FREE DOWEL, ROTATING SLOWLY, UNTIL FULLY SET. ALLOW TO CURE FOR 24 HOURS BEFORE APPLYING LOAD.
- 12.) REFER TO ANNOTATION, MFG INSTRUCTIONS, COMMENTS, DESIGN STATEMENT OR ANCHOR SCHEDULE FOR LOCATIONS OF EMBEDDED ANCHORS PRIOR TO INSTALLING CONCRETE.

#### NOTE TO ROOFING MATERIALS

- 1.) FASTENERS: TO BE CORROSION RESISTANT CONFORMING TO THE FBC-RESIDENTIAL 2017 SECTIONS R904 & R905 AND ALL CODES REFERENCED WITHIN.
- 2.) ALL APPROVED ROOF COVERINGS INCLUDED, BUT NOT LIMITED TO: ASPHALT SHINGLES, CLAY & CONCRETE TILE, METAL ROOF SHINGLES, MINERAL SURFACED ROLL ROOFING, SLATE & SLATE TYPE SHINGLES, WOOD SHINGLES, WOOD SHAKES, BILT-UP ROOFS, METAL ROOF PANELS, MODIFIED BITUMEN, THERMOSET SINGLE PLY ROOFING, THERMOPLASTIC SINGLE PLY ROOFING, SPRAY POLYURETHANE FOAM ROOFING, LIQUID-APPLIED ROOFING AND BUILDING INTEGRATED PHOTOVOLTAIC ROOFING MODULES/SHINGLES AND ALL ACCESSORY MATERIAL AND CONDITIONS SUCH AS BUT NOT LIMITED: SLOPE, SHEATHING, FLASHINGS, COPINGS, UNDERLAYMENT, FASTENERS, ICE BARRIER, DITCHES, Drip EDGES AND INTERLAYMENTS ARE TO CONFORM TO THE 2017 FBC-RESIDENTIAL SECTIONS R904 & R905 AND SUBSECTIONS RESPECTIVELY AND TO ALL CODES REFERENCED WITHIN.
- 3.) ATTIC VENTILATION TO COMPLY WITH 2017 FBC-RESIDENTIAL SECTION R906

#### GENERAL STRUCTURAL NOTES

- 1.) ALL ROOF STRUCTURE MEMBERS (INCLUDING: SOFFIT, FASCIA, FLASHING, DRIP-EDGE, MOISTURE BARRIERS, SHINGLES, TILE, AND METAL SHEATHING) SHALL BE INSTALLED IN COMPLIANCE WITH THE 2017 FLORIDA BUILDING CODE - RESIDENTIAL.
- 2.) TRUSSES TO BE DESIGNED AND CERTIFIED FOR WIND LOADS AS INDICATED IN THE ENGINEER'S DESIGN STATEMENT.
- 3.) ALL EXTERIOR WOOD FRAME WALLS ARE TO BE BUILT AS SHEAR WALL OR SHEAR WALL SEGMENT. USE 7/16" O.S.B. OR PLYWOOD ON ONE SIDE ONLY, ATTACH PER "SHEATHING NAILING SCHEDULE", UNLQ. TO ACHIEVE SHEAR WALL REQUIREMENTS.
- 4.) ALL C.M.U. WALLS ARE TO BE BUILT AS SHEAR WALL OR SHEAR WALL SEGMENT. PROVIDE ONE SOLID CELL AT EACH END WITH (1) #6 ROD FROM FTG. TO DE BEAM ALL SPLICES ON REBAR TO BE 25" MIN.
- 5.) EPOXY MAY BE USED IF J-BOLT OR DOWN ROD IS MISSING. 1/2" WEDGE W/ 3" WASHER MAY BE SUBSTITUTED, (EMBEDDED 3" MIN.).
- 6.) TRUSS ANCHORS IN THE DE BEAM MAY BE OFFSET 1-1/2" MAX.
- 7.) ALL DOUBLE TOP PLATES AT THE SHEAR AND BEARING WALLS SHALL HAVE MIN. OF 4'-0" OVERLAP PROVIDE 12-160 NAILS (TYP.).
- 8.) 1-1/4" POWER ACTUATED NWS OR CONCRETE SCREWS MAY BE USED TO ADD STIFF IF EMBEDMENT NWS MISSED AT CONCRETE POUR.
- 9.) REFER TO MIB #1 (RECOMMENDATIONS FOR HANDLING, INSTALLATION, AND TEMPORARY BRACING) REFER TO ENGINEERED DRAWINGS FOR PERMANENT BRACING REQUIRED.
- 10.) ALL ROOF TRUSS HANGERS TO BE SIMPSON HUS28 OR EQUIVALENT UNLESS OTHERWISE NOTED. ALL FLOOR TRUSS HANGERS TO BE SIMPSON THW22 OR EQUIVALENT UNLESS OTHERWISE NOTED.

#### GENERAL DCC FINISH NOTES

- 1.) ALL DECORATIVE CEMENTITIOUS COATING (INCLUDING STUCCO) PER MFG. SPECS TO PROVIDE WATERPROOF BARRIER W/ BOND BREAK. ALL COMPONENTS SHALL BE INSTALLED IN COMPLIANCE WITH SECTION 703 OF THE 2017 FLORIDA BUILDING CODE - RESIDENTIAL.
- 2.) STUCCO ON METAL LATHE WILL BE A MINIMUM OF 7/8 THK. IN ACCORDANCE WITH ASTM C928.
- 3.) STUCCO MUST EXTEND A MINIMUM OF 1" BELOW THE SOLE PLATE AS REQUIRED PER ASTM C1063. AS SUCH SLAB MUST BE A MINIMUM OF 7" ABOVE GRADE FOR TERMITE INSPECTION IN ACCORDANCE W/ THE 2017 FBC-RESIDENTIAL SECTION R703.

*Libre*  
8/18/21



# PermaCraft SIGNS

1644 South Ridgewood Ave  
South Daytona Beach Fla. 32119  
permacraftsign@yahoo.com  
386.767.8011 office  
386.767.8246 fax

**Proudly Serving The Central Florida Since 1972**

EC13009410

<b>SUBMITTED TO</b>	<b>CONTACT</b>	<b>PHONE NUMBER</b>	<b>DATE OF ORIGIN</b>
City of South Daytona	Les Gillis	386-322-3000	08/04/2021

<b>STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
1672 S Ridgewood	South Daytona	FL	32119

WE HEREBY SUBMIT SPECIFICATIONS FOR EXECUTING THE FOLLOWING

## (DESCRIPTION)

FABRICATE AND INSTALL (1) 12' X 14'5" Double Sided Monument Sign. Sign Frame and Cabinet to be fabricated from all Aluminum components . South Daytona Sign Cabinet to be 25"x 10'6" Internally Illuminated with Energy Efficient, Eco friendly LED Lighting and Power Supplies. Sign Cabinet Copy and Logo to be ½" White Acrylic Push Thru Letters with 3M Black Perforated Vinyl to be applied first surface for Day/Night effect. 28"x 14'5" Sign Base to be fabricated From all Aluminum Components with a simulated Stucco Finish painted per customer approved Colors. Sign will have Barrel Tile Roof. Tile to be of Customer approved color. Double Sided Message Center by Optec. Infinity Model 10mm LED RGB with 164 x 330 Pixel Matrix and Cabinet size to be 5'6"x 11'0". 100 Auto and Manual Dimming. Software: ME Pro Plus. Recommended Power to sign. 2 Dedicated 120v 50 amp Circuits.

## (SIGN ILLUMINATION)

Sign Cabinet with Main ID reading "SOUTH DAYTONA MUNICIPAL COMPLEX" to have EVERYLITE Panoramic Series 3-diode LED 6500K Modules and 170 degree wide beam angle • Ratings - UL, CE and RoHS - 50,000 hours rated lifetime.

## (STRUCTURE)

Custom fabricated Structure and decorative finishes are made with 1 ½" architecture aluminum angle frame with .090 aluminum sheet. All surfaces are to have a synthetic stucco finish with a PPG Matthew's polyurethane acrylic enamel finish. Foundation to be structurally engineered to per Florida Building Code wind load requirements with 2 4" steel pipes welded to internal steel saddles.

## (PAINTED FINISHES)

All painted finishes are to be a Matthew's Polyurethane Acrylic enamel smooth satin finish. The Sign to be Etched, Primed, and Painted providing UV resistance and durability for Florida Climate Conditions.

(DIGITAL LED 10MM MESSAGE CENTER)

Optec Model: HB 10mm SMD Full Color with 10mm LED RGB with 165 x 320 pixel Matrix. Color Capability RGB 281 Trillion Levels-M. Cabinet Size (5'6" x 11') – Viewing Area (5'6" x 10'8"). 100 Auto and Manual dimming photo cell to auto adjust brightness levels to current ambient lighting conditions. Power Requirements – 120/240 Volt Single Phase 60 amps maximum Draw at boot up. POWER RECOMMENDATION – Two (2) dedicated 120-volt 50 amp circuits on constant power. 4G Life of Sign Cellular Broadband Data Plan with Secure method of communication or Wireless or Hardwire. Software Training – In Person and Web Training. Five (5) year on factory labor, onsite labor, and parts (WARRANTY) We recommend 220 volt for led display and 120 volt for internal illumination for city logo cabinet.

(WARRANTY)

Three (3) year overall warranty on all workmanship and material including internal electrical components. All equipment, labor, and materials required is included. Price Includes final electrical connection if electric is existing and within (12) feet of Sign location. PERMACRAFT SIGNS warrants that all workmanship, Labor and materials furnished are of excellent quality.

Power Supplies and internal electrical components are warranted for Three (3) year. LED Illumination and LED Modules are of top quality and carry a manufacturer's five (5) year warranty on LED diodes.

(REMOVAL OF OLD SIGN AND MISCELLANEOUS)

All labor to remove existing monument sign and utilize or leave existing footer Below Grade, material and equipment installed per Florida Building Codes. Foundations and footings are set in rebar and concrete per Florida Licensed structural engineer. Florida Engineer Specs to meet or exceed wind load requirements. Electrical components to be UL listed and bare UL or ETL Label.

NOTE: Permits and Engineering included in Price.

PLEASE NOTE IF CITY WANTS A WATCHFIRE MESSEGE CENTER BOARD PRICE WILL COME DOWN ROUGLY \$2500.00

WE HERBY VOW TO FURNISH MATERIAL AND LABOR TO COMPLETE THE ABOVE LISTED PROJECT IN ACCORDANCE WITH THE ABOVE LISTED SPECIFICATIONS FOR THE CONTRACTED AMOUNT OF: \$87,500.00 + SALES TAX IF APPLICABLE  
PAYMENT MADE AS FOLLOWS: BALANCE DUE UPON COMPLETION

ELECTRIC WIRING TO THE SIGN OF ADEQUATE CAPABILITY AND THE PHYSICAL HOOKUP OF ELECTRIC POWER TO THE SIGN ARE TO BE RESPONSIBILITIES OF THE CUSTOMER. THIS PROPOSAL DOES NOT include sales tax. It does not include any cost not shown as part of this proposal(when applicable). All payments due hereunder shall be sent to PermaCraft Sign Co., 1644 S. Ridgewood Ave., South Daytona, FL 32119. This proposal is for prompt acceptance. PermaCraft Sign Co. will not & cannot be held responsible for delays caused by strikes, fires, floods, wars, allocations of materials o other circumstances beyond our control. Upon mutual acceptance of this proposal by purchaser and seller, said order is not subject to cancellation. Sign shall remain the property of PermaCraft Sign Co. / DBA Parrillo Inc. and shall at all times be severable from the premises upon which it is installed until account is paid in full. In the event it becomes necessary to institute any action for the enforcement of obligations, purchaser agrees to pay, in addition to amount due to seller, all attorney fees and other cost incurred in connection therewith acceptance of agreement. This agreement shall not be considered as executed until signed by or on behalf of purchaser and approved by an executive officer and seller and is signed by him/her on seller's behalf and is hereby further declared agreed and understood that there are prior writings, verbal negotiations, understandings, representations of agreements between the parties not herein expressed in the event of default hereunder. Purchaser agrees to pay in addition to all sums due hereunder a reasonable attorney's fee and all costs of collections in the event any action or suit shall be brought to enforce this agreement. The venue of said suits of action WILL BE at the option of PermaCraft Sign Co. / DBA Parrillo Inc. to be laid in Volusia County, Florida and the right to object to venue is expressly waived by purchaser. Any amount not paid within 30 days shall be subject to a 1.5% per month service charge. Any below-ground utilities, old footers or any objects unseen that will not allow for an as-planned installation and require additional time, labor, and materials will be the liability of the purchaser.

Seller Carmen Parrillo

Purchaser \_\_\_\_\_

Authorized Signature \_\_\_\_\_

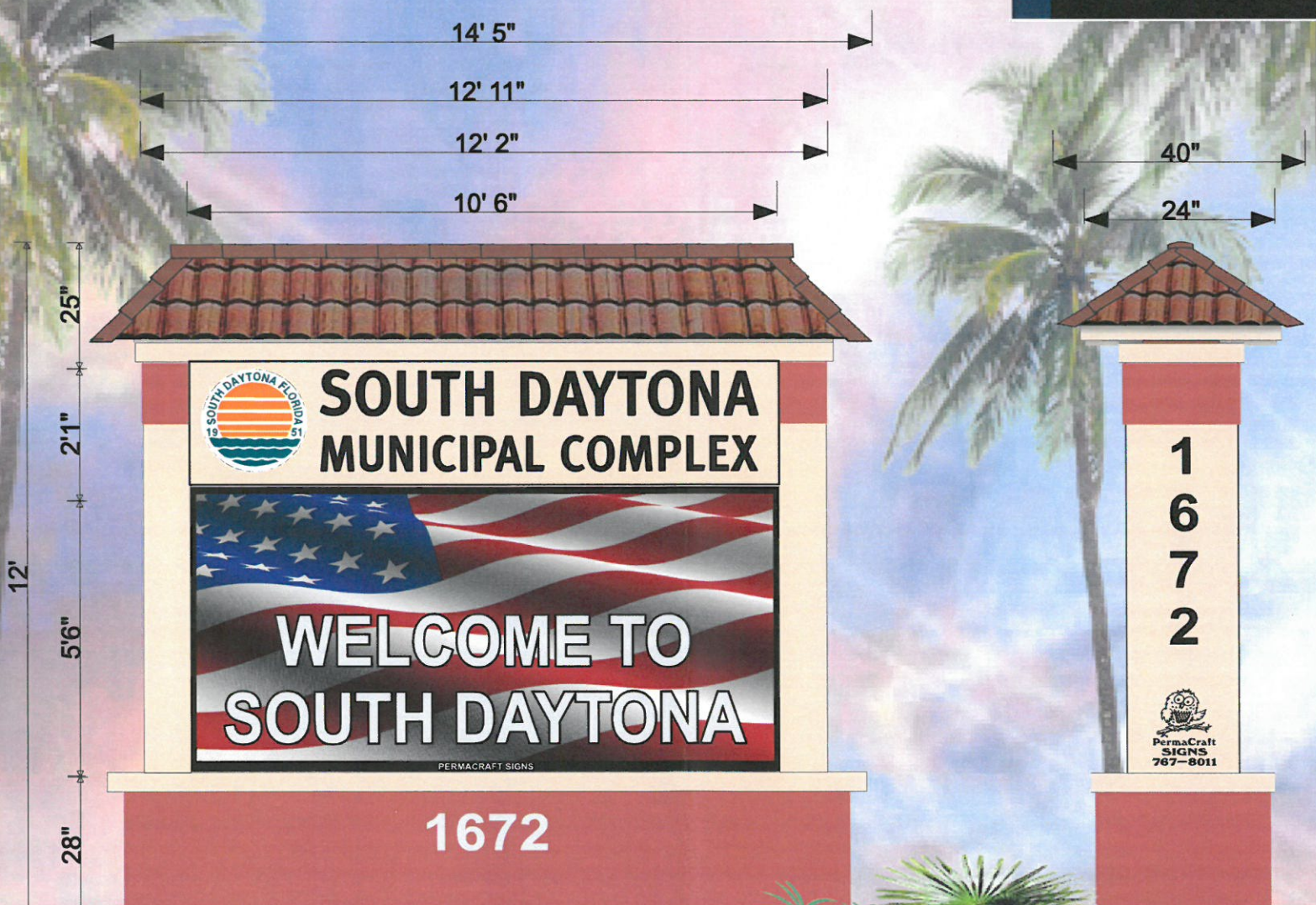
Date of Acceptance \_\_\_\_\_

*Thank You For Allowing Us The Opportunity To Serve You.....*



General Specs

U.L. APPROVED INTERNALLY ILLUMINATED MONUMENT SIGN. DOUBLE SIDED FULL COLOR MESSAGE CENTER FROM OPTEC. LETTERS AND LOGO WILL BE PUSH THRU 1/2" WHITE ACRYLIC COPY WITH DAY NIGHT 3M BLACK PERFORATED VINYL. LOGO TO BE FIRST SURFACE APPLIED VINYL. BASE AND TRIMS WILL BE A STUCCO FINISH PAINTED PER APPROVED COLORS.



FINISH / COLOR SCHEDULE	
<div></div> SW 6386 NAPERLY - SATIN - STUCCO FINISH	<div>V1</div> 3M ORANGE 3630-44 - First Surface Applied
<div>P2</div> MP WHITE - SATIN - STUCCO FINISH	<div>V2</div> 3M BLUE 3630-36 - First Surface Applied
<div>P3</div> MP BLACK - SATIN SMOOTH FINISH	<div>V3</div> 3M BLACK 3630-22 - First Surface Applied
<div>P4</div> SW 6615 PEPPERLY - SATIN - STUCCO FINISH	<div>V4</div> 3M DUAL COLOR FILM SULTAN BLUE 3635-157

SOUTH DAYTONA  
MUNICIPAL COMPLEX

FILE NAME  
  
DATE 07/12/21

REVISIONS
1
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3
4
5

PAGE 1 OF 1

PROJECT LOCATION  
ACCOUNT: CHANNEL LETTERS  
STREET MONUMENT STREET  
CITY SOUTH DAYTONA, FL ZIP CODE 32119

CUSTOMER APPROVAL  
SIGNATURE  
PRINT NAME  
APPROVAL DATE

Signs Manufactured by  
Permacraft Signs



1644 S. RIDGEWOOD AVE.  
S. Daytona, FL 32119  
Phone: (386).767.8011  
Fax: (386).767.8246

EC13009410

By signing this artwork you acknowledge that this artwork is **final**. All errors found from this point forward cannot be corrected without a change order. It is **your** responsibility as the client to ensure that this artwork is correct. Permacraft Signs will **not** be responsible for any errors after you have signed and finalized this artwork

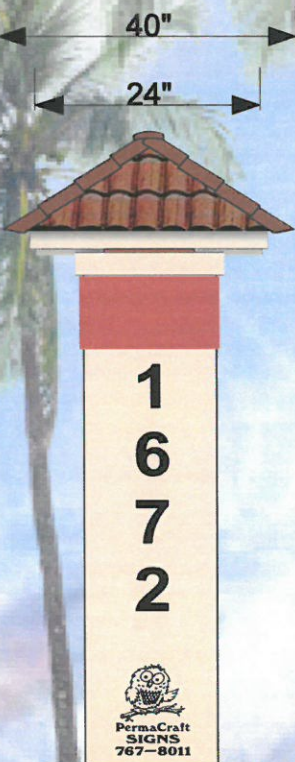
This original design (except registered or existing trademarks) is the property of Permacraft Sign Company and may not be reproduced or copied in part or in whole without the written permission of Permacraft Sign Company. Accurate primary electrical, disconnects, conduits and physical hook up to signs and message centers to be the responsibility of the customer.

www.permacraftsigns.com  
permacraftsign@yahoo.com



General Specs

U.L. APPROVED INTERNALLY ILLUMINATED MONUMENT SIGN. DOUBLE SIDED FULL COLOR MESSAGE CENTER FROM OPTEC. LETERS AND LOGO WILL BE PUSH THRU 1/2" WHITE ACRYLIC COPY WITH DAY NIGHT 3M BLACK PERFORATED VINYL. LOGO TO BE FIRST SURFACE APPLIED VINYL. BASE AND TRIMS WILL BE A STUCCO FINISH PAINTED PER APPROVED COLORS.



FINISH / COLOR SCHEDULE

- |   |   |
|---|---|
| <b>P1</b> SW 6386 NAPERY - SATIN - STUCCO FINISH  | <b>V1</b> 3M ORANGE 3630-44 - First Surface Applied |
| <b>P2</b> MP WHITE - SATIN - STUCCO FINISH        | <b>V2</b> 3M BLUE 3630-36 - First Surface Applied   |
| <b>P3</b> MP BLACK - SATIN SMOOTH FINISH          | <b>V3</b> 3M BLACK 3630-22 - First Surface Applied  |
| <b>P4</b> SW 6615 PEPPERY - SATIN - STUCCO FINISH | <b>V4</b> 3M DUAL COLOR FILM SULTAN BLUE 3635-157   |

SOUTH DAYTONA  
MUNICIPAL COMPLEX

FILE NAME

DATE 07/12/21

REVISIONS

- |    |  |
|----|--|
| 1. |  |
| 2. |  |
| 3. |  |
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| 5. |  |

PAGE 1 OF 1

PROJECT LOCATION

ACCOUNT: CHANNEL LETTERS  
STREET: MONUMENT STREET  
CITY: SOUTH DAYTONA, FL 32119

CUSTOMER APPROVAL

SIGNATURE

PRINT NAME

APPROVAL DATE

Signs Manufactured by  
Permacraft Signs



1644 S. RIDGEWOOD AVE.  
S. Daytona, FL 32119  
Phone: (386).767.8011  
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www.permacraftsigns.com  
permacraftsign@yahoo.com



**BID DOCUMENTS**  
**FOR**  
**CITY OF SOUTH DAYTONA MUNICIPAL COMPLEX**  
**MONUMENT SIGN**



**CITY OF SOUTH DAYTONA**

1672 South Ridgewood Ave.  
South Daytona, Florida 32119  
Telephone: (386) 322-3070      Fax: (386) 322-3079

**Bid No. 21-B-006**

**July 2021**

## INVITATION TO BID

### CITY OF SOUTH DAYTONA MUNICIPAL COMPLEX MONUMENT SIGN

#### BID NO. 21-B-006

Sealed proposals for furnishing municipal complex monument sign for construction of **CITY OF SOUTH DAYTONA MUNICIPAL COMPLEX MONUMENT SIGN** for the City of South Daytona, Florida, will be received at the City Manager's office, City Hall., located at 1672 S. Ridgewood Avenue, South Daytona, Florida, until **2:00 P.M. on Thursday, August 5, 2021**, at which time bids will be opened in the Council Chamber Room and publicly read aloud. Bids received after the above time and date will be returned unopened.

#### *DESCRIPTION OF WORK*

*Furnish and install one (1) double sided monument sign with barrell tile roof 10mm. Sign structure to be fabricated aluminum with aluminum angle frame. Sign Cabinet to be 2'-6" x 11'3" with routed aluminum faces and 1/2" white acrylic pushed thru routed opening. Copy to have translucent dual color high performance vinyl overlay. Furnish and install one (1) double sided 5'5"x 11'3" 10mm LED digital message center with 150 x 330 matrix with wireless cellular broadband connection.*

All work is specified within the Bid Documents. A digital copy of the Bid Documents may be obtained free of charge from the City of South Daytona's Parks and Recreation Director, Amy Zengotita, by making a request to [azengotita@southdaytona.org](mailto:azengotita@southdaytona.org). A copy of the Bid Documents are available for public inspection at the City of South Daytona's Parks and Recreation Office located at 504 Big Tree Road, South Daytona, FL, 32119. For questions regarding this bid request, please call (386) 322-3070.

Bids shall be:

1. Submitted on standard forms which will be furnished with the Project Manual,
2. Irrevocable after the time and date set for the opening of bids and for a period of 90 days thereafter, and
3. Submitted in sealed envelopes marked "**BID FOR CITY OF SOUTH DAYTONA MUNICIPAL COMPLEX MONUMENT SIGN BID NO. 21-B-006**". In addition, the bidders name and address shall be shown on the outside of the sealed envelope. If submitted by mail or other delivery system, the sealed envelope shall be enclosed in a separate mailing envelope. Facsimile submittals will not be accepted.
4. Bids should be mailed to the Office of the City Manager, Attention: James L. Gillis, Jr., Post Office Box 214960, South Daytona, Florida 32121 or hand delivered to the Office of the City Manager, Attention: James L. Gillis, Jr., 1672 South Ridgewood Avenue, South Daytona, Florida 32119.

The City reserves the right to reject any or all bids, and the award, if award is made, will be made based on the following evaluation factors and the bidder whose qualifications indicate the



award will be in the best interest of the City and whose proposal complies with all the prescribed requirements. Selection committee with present top ranked firm to City Council for approval.

CITY OF SOUTH DAYTONA

By/s James L. Gillis, Jr.  
City Manager

## INSTRUCTIONS TO BIDDERS

### **Project Description**

The work of this project consists of designing, manufacturing, installing and providing materials for construction of

### **CITY OF SOUTH DAYTONA MUNICIPAL COMPLEX MONUMENT SIGN BID NO. 21-B-006**

### **Specification Notes and Requirements:**

- Furnish and install one (1) double sided monument sign with barrel tile roof 10mm.
  - Structure and decorative features are custom fabricated 1 ½" aluminum angle frame with .090.
  - Sign Cabinet to be 2'-6" x 11'3" with routed aluminum faces and ½" white acrylic pushed thru routed opening. Sign Cabinet with Main ID reading "SOUTH DAYTONA MUNICIPAL COMPLEX" to have GE Tetra Max 7100K Modules and 175 degree wide beam angle.
  - Copy to have translucent dual color high performance vinyl overlay.
  - Furnish and install one (1) double sided 5'5"x 11'3" W10mm LED digital message center with 150 x 330 matrix with wireless cellular broadband connection. Video – 30 Frames per second. Cabinet Size (5'5" x 11'3") – Viewing Area (5'0" x 11'0").
  - Include all equipment, labor, and material required.
  - Removal of existing monument sign.
  - Foundation to be structurally engineered to per Florida Building Code wind load requirements with two steel pipes welded to internal steel saddle.
  - Obtain all necessary permits.
1. There must be removal and cleanup of all debris and construction materials after the equipment is installed.
  2. Any deviation from the terms of this RFP must be noted on these bidding documents and explanatory specifications attached to the proposal.
  3. The final project will not be accepted until the City of South Daytona approves the work after the construction has been completed.
  4. It will be the responsibility of the contractor, before digging (if needs to be done), to contact local utility agencies.
  5. Any disturbed areas shall be sodded.
  6. Construction site shall be returned to the condition it was in prior to construction starting. Contractor is responsible for repairing all damages to site.
  7. In the event that any specification stated in this request for proposal conflicts with State and/or Federal laws, the State and/or Federal Laws shall prevail.

8. The selected contractor must comply with all Americans with Disabilities Act.
9. Any excess dirt as a result of construction and/or installation is to be removed from the site. Removed dirt shall be properly disposed of according to federal, state, and local laws that may apply.
10. All site preparation is the responsibility of the contractor.
11. Proposal cost includes obtaining a building permit from the City for construction.
12. Must be a licensed contractor in Volusia County.
13. City Council will award contract based on selection committee recommendation.

#### **Examination of Contract Documents and Site**

Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

**Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.**

On request Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

#### **Indemnity and Insurance**

The Contractor shall not commence work under this Contract until he has obtained all insurance required by these Specifications and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

The Contractor shall submit certificates or other documentary evidence to the Owner for approval, covering Workmen's Compensation Insurance and Public Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents. Each certificate or other documentary evidence presented shall contain therein or have contained in a

rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30) days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorney's fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work or from any improper or inferior workmanship or from inferior materials used in the work.

Should a Contractor in the performance of his/her Contract cause damage to any person, any property, or work of another Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

The status of the Contractor in the work to be performed by him/her under this Contract is that of an independent Contractor and that, as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things; and that, as such, he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his/her subcontractors, agents, or employees have been negligent; and that the Contractor shall keep the Owner free, and discharge of, and from any and all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and all of its officers, agents and employees from all suits or actions at law caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

### **Volusia County Licensing Program**

The City of South Daytona wants to ensure that all bidders are licensed to do work in Volusia County. All bidders must be registered with the Volusia County Licensing Program prior to start of any construction activities associated with this project. The bidder's name must match the Licensee name in order to qualify.

### **Payment of Taxes**

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No

additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

### **Special Requirements**

**Prohibited Interests.** No official of the Owner who is authorized in such capacity, and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

**Performance of Work by Contractor.** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the Owner. The Contractor shall perform on the site and with his own organization work equivalent to not less than 50 percent of the total dollar value of the work to be performed under this contract except that work designated hereinafter as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

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

## BID FORM

BIDDER'S NAME: Permacraft Signs

PROJECT IDENTIFICATION: **CITY OF SOUTH DAYTONA MUNICIPAL COMPLEX  
MONUMENT SIGN**

CONTRACT IDENTIFICATION AND NUMBER: **21-B-006**

THIS BID IS SUBMITTED TO: **CITY OF SOUTH DAYTONA  
1672 SOUTH RIDGEWOOD AVENUE  
SOUTH DAYTONA, FLORIDA 32119**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. The BIDDER agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

### BID

The undersigned offers to furnish all materials, equipment and labor for construction of the "CITY OF SOUTH DAYTONA MUNICIPAL COMPLEX MONUMENT SIGN- BID NO. 21-B-006," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The LUMP SUM bid total per property is:

Eighty Seven Thousand Five Hundred Dollars <sup>00</sup>/<sub>100</sub> Dollars  
(In Words)

(In Figures) \$ \$87,500.00

## PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON  
PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal or Contract No 21-B-006 for  
City of South Daytona Monument Sign. This sworn statement is submitted by  
Parrillo Inc. DBA Permacraft Signs whose business address  
is 1644 S Ridgewood Ave South Daytona FL 32119 and (if applicable)  
its Federal Employer Identification Number (FEIN) is 59-1668744. (If the  
entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.) My name is CARMEN PARRILLO any my  
relationship to the entity named above is OWNER.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the





## INDEPENDENT CONTRACTOR'S AGREEMENT

**THIS INDEPENDENT CONTRACTOR'S AGREEMENT** (hereinafter this "Agreement") is made and entered into this 5<sup>TH</sup> day of August 2021, by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality (hereinafter the "CITY") and Permacraft Signs, a Florida corporation (hereinafter "CONTRACTOR").

### WITNESSETH

**WHEREAS**, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

**WHEREAS**, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

**WHEREAS**, CONTRACTOR is in the business of constructing monument signs in the City of South Daytona and elsewhere in the State of Florida; and

**WHEREAS**, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

**WHEREAS**, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid #21-B-006 for City Of South Daytona Municipal Complex Monument Sign which satisfies the CITY's Procurement Policy; and

**WHEREAS**, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

**NOW THEREFORE** in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
  - a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated

herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.

- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

**3. Commencement and completion/Term.**

- a. CONTRACTOR must commence work under this Agreement within 30 days upon receipt by CONTRACTOR of the Notice of Award, and must substantially complete the work not later than 90 calendar days thereafter, and to fully complete the work within 120 calendar days. Existing sign should not be removed until 14 to 30 days prior to the installation of the new sign. The CONTRACTOR shall not be entitled to any damages on account of hindrances or delays in construction from any cause whatsoever. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope of work, or substantial increases in the costs of performing the work under this Agreement.
- b. Liquidated damages will be assessed against CONTRACTOR in the amount of \$500 per day, for each day after each construction milestone that the work contemplated by this Agreement is incomplete.

**4. Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or

other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. **Acceptance of work product, payment, and warranty.** Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

6. **Termination.**

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Project management.**

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY's Project Manager is: [...].

c. CONTRACTOR's Project Manager is: [...]. *CARMEN PARRILLO*

8. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Ave., South Daytona, Florida 32119;
- b. To CONTRACTOR: [...], Attention: [...], President, [insert street address], [insert city, state, zip].

9. **Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
  - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
  - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
  - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
  - iv. Fire damage liability shall be included at \$300,000.00.

- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
  - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
  - b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
  - c. **Personal nature of Agreement; Assignment.**
    - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
    - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate.

CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

**d. Discrimination.**

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

**e. Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

**f. Indemnification.**



- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
  - ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
  - iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.
- g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

h. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
  1. Keep and maintain public records required by the CITY to perform the service.
  2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
  4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. 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.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS,**

**CITY MANAGER, AT 386-322-3014; lgillis@southdaytona.org; MAILING ADDRESS: 1672 Ridgewood Ave., South Daytona, FL 32119.**

- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
  - i. **E-Verify.** CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
  - ii. **Agency.** CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
  - iii. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
  - iv. **Workers' Compensation Insurance.** CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
  - v. **Liability Insurance.** Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an

"occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.

**11. Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil

commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the CONTRACTOR is found to have submitted a false certification, 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, or has been engaged in business operations in Cuba or Syria.
- j. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

## **12.Special Provisions.**

- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

**CITY OF SOUTH DAYTONA,**  
A Florida Municipality

\_\_\_\_\_  
WILLIAM C. HALL, Mayor

ATTEST:

(Seal)

\_\_\_\_\_  
JAMES L. GILLIS, City Manager

Date signed by CITY: \_\_\_\_\_

[...]

by \_\_\_\_\_  
[...], as its President and authorized agent

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
[...], Secretary

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ of \_\_\_\_\_, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Printed/Typed/Stamped Name of Notary  
My commission expires:



## **BOND**

In accordance with section 255.05, Florida Statutes, the Bidder, if awarded the Contract and the bid amount is \$100,000 or more, shall execute and file acceptable performance and payment bonds equal to 100% of the contract price within ten (10) days after written notice of the award of contract. No bidder may withdraw their bid for a period of ninety (90) days after the date set for opening of bids.

## **Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.
- 2) 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.

- 7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 a 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.



County of Volusia  
Community Assistance  
121 W. Rich Avenue  
DeLand, FL 32720



### Section 3 Business Concern Certification

**This document must be completed and returned from the primary bidder with their bid submission.** Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.

This document may be required from all sub-contractors prior to project award as well.

Project Name: \_\_\_\_\_  
Agency Name: \_\_\_\_\_  
Contact person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address of business: \_\_\_\_\_  
Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Federal Employer Identification Number/SSN: \_\_\_\_\_

1. Type of business:

(Check one) ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: (Check one) ☐ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation\*:

☐ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

**2021 AMI** → Maximum annual gross income for very low-income individual: \$ 22,900

Maximum annual gross income for low-income individual: \$ 36,650

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

*\*To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

***I certify to the best of my knowledge that the information contained here within is true and correct.***

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE:** Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.