SECTION 8: BID FORMS

BID FORM 8A: BID SUBMITTAL CHECKLIST

V	Form 8B: Acknowledgement and Pricing Proposal
V	Form 8C: Drug Free/Tie Preference Statement

- F OD Bill Fill G
- Form 8D: Public Entity Crimes Statement
- Form 8E: Anti-Collusion Statement
- Form 8F: Statement of Vendor Qualifications
- Form 8G: Professional References for Previous Experience
- Form 8H: Listing of Subcontractors
- Form 8I: Required Project Milestones
- Form 8J: Bid Bond
- Form 8K: Important Information for this Bid/RFP. This project utilizes Community Development Block Grant Funds
- Standard Contractors Agreement
- Attachment: Bid Proposal
- Copy of License(s)
- Insurance Certificate
- Submission of one (1) original marked "ORIGINAL," two (2) copies marked "COPY" and one (1) digital (flash drive) copy.

BY: Don Bell Signs, LLC

Name of Business

Gary Bell, President

Printed Name and Title

2/23/24

Date

BID FORM 8B: Bid Form Acknowledgement and Pricing Proposal

PROJECT IDENTIFICATION: South Daytona Piggotte Community Center Monument Sign						
BID IDENTIFICATIO	BID IDENTIFICATION AND NUMBER: BID NO. 24-B-001					
THIS BID IS SUBMIT	TED TO:	CITY OF SOUTH DAYTONA OFFICE OF THE CITY MANAGER 1672 S. RIDGEWOOD AVENUE SOUTH DAYTONA, FLORIDA 32119				
Name of Bidder: _	Don Bell Signs,	LLC				
 Mailing Address: _	365 Oak Place					
Street Address:						

Phone Number: (386) 788-8084 FAX Number: (<u>386</u>) <u>763-4762</u>

Port Orange, FL 32127

City/State/Zip:

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of South Daytona adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I propose and agree, if this Bid is accepted, to enter into an Agreement with the City 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.

I will 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.

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

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

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

ADDENDUM ACKNOWLEDGEMENT I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Invitation to Bid.				
I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.				
Addendum Number: 1 Date: 2/6/24	Addendum Number: Date:			
Addendum Number: Date:	Addendum Number: Date:			
Please note that the City may award contracts to mult	iple contractors.			
BID				
The undersigned offers to furnish all materials, equipment South Daytona Piggotte Community Center Monument Signin every respect in strict accordance with the drawings, sp therein.	gn," for the City of South Daytona, Florida, complete			
The LUMP SUM bid total is:				
Eighty-Two Thousand Nine Hundred Thir	ty ThreeDollars			
(In Words)				
(In Figures) \$82,933.00				
IN WITNESS WHEREOF, Bidder has hereunto executed the	nis form this 23 th day of February , 20 24.			
Don Bell Signs, LLC				
(Name of Bidding Firm)				
	Gary Bell, President			
(Signature of person signing form)	(Printed name and Title of person signing form)			
STATE OF COUNTY OF Velusia				
This document was sworn to (or affirmed) and subscribed online notarization, this A day of A 20 A	Bell			
he/she is personally known to me or has presented	as identification.			
Notary Public State of Florida Frank J Boanno My Commission HH 264441 Exp. 8/10/2026	Frank J. Boarno Notary Public My Commission Expires: 8/10/2026			

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8C: Drug-Free Preference Statement

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

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

Don Bell Signs, LLC	
(Name of Bidding Firm)	
	Gary Bell, President
(Signature of person signing form)	(Printed name and Title of person signing form)
STATE OF TOURS	
This document was sworn to (or affirmed) and subscr notarization, this 22 day of 76B, 2024 as identification	ibed before me by means of X physical presence or online to she is personally known to me or has presented .
Notary Public State of Frank J Boanno My Commission HH 2644441 . Exp. 8/10/2026	Notary Public My Commission Expires: 8/10/26
THIS FORM MUST BE COMPLET	TED AND RETURNED WITH YOUR BID.

BID FORM 8D: Public Entity Crimes Statement

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

Before me, the undersigned Authority, personally appeared affiant who, being by me first duly sworn, made the

following statement:	ared arriant who, being by me first duty sworn, made the			
This sworn statement is submitted with Bid, Propos	al or Contract No Bid #24-B-001	for		
Fabrication and installation of new EMC m	nonument sign . This sworn statement is submitted	by		
Don Bell Signs, LLC	whose business addre	SS		
is 365 Oak Place Port Orange, FL 32127	7 and (if applicab	le)		
its Federal Employer Identification Number (FEIN) i	is <u>59-3761150</u> .(If t	he		
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:				
)				
My name is Gary Bell	and my relationship to the entity named above is			
President				
(relationship such as sole proprietor, partner, president, vice president)				

- (1) I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- (2) I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
- (3) I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- (4) 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 legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- (5) Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

	X	Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.			
		The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)			
	There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)				
	The person or affiliate was placed on the convicted vendor list. There has been a subsequence proceeding before a hearing officer of the State of Florida, Division of Administrative Hearing The final order entered by the hearing officer determined that it was in the public interest remove the person or affiliate from the convicted vendor list. (Please attach a copy of the order).				
As ar	authorize	d representative of the firm, I certify that this firm complies fully with the above requirements.			
Do	n Bell Si	gns, LLC			
(Nam	e of Bidding	Firm)			
		Gary Bell, President			
(Sign	iture of pers	(Printed name and Title of person signing form)			
	STATE OF TOLUME				
This document was sworn to (or affirmed) and subscribed before me by means of his physical presence or online notarization, this 22 day of, 2024 he she is personally known to me or his presented as identification.					
		Notary Public State of Florida Frank J Boanno My Commission HH 264441 Exp. 8/10/2026 Notary Public My Commission Expires: 8/10/26			

BID FORM 8E: Anti-Collusion Statement

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF SOUTH DAYTONA.

		Gary Bell, President
(Signature of person s	signing form)	(Printed name and Title of person signing form)
Name of Bidder:	Don Bell Signs, LLC	
Address:	365 Oak Place	
City/State/Zip:	Port Orange, FL 32127	
Phone Number: (386) <u>788-8084</u> FA	X Number: (<u>386</u>) <u>763-4762</u>
FEIN Number: _	59-3761150	
	ithdrawn for a period of ninety (90 City of South Daytona.) days subsequent to the submittal of the Bids, withou
NO BID (REASO	on): N/A	

BID FORM 8F: Statement of Vendor Qualifications

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

- (1) Name of Vendor. Don Bell Signs, LLC
- (2) Permanent main office address. 365 Oak Place Port Orange, FL 32127
- (3) Date organized. 1947
- (4) If a corporation, where incorporated. Port Orange, FL
- (5) How many years have you been engaged in the contracting business under your present firm or trade name? 75 Years
- (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Attached
- (7) General character of work performed by your company. Attached
- (8) Have you ever failed to complete any work awarded to you? If so, where and why? No
- (9) Have you ever defaulted on a contract? If so, where and why? No
- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. **Attached**
- (11) List your major equipment currently owned or leased. Attached
- (12) Experience in work similar to this type of project. Attached
- (13) Background and experience of the principal members of your organization, including the officers. Attached
- (14) The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Vendor Qualifications.

	Qualifications.	
	Don Bell Signs, LLC	
_	(Name of Bidding Firm)	
	3	Gary Bell, President
	STATE OF	(Printed name and Title of person signing form)
	This document was sworn to (or affirmed) and subscribed be notarization, this 22 day of FEB as identification. Notary Public State of Florida Frank J Boanno My Commission HH 264441 Exp. 8/10/2026	he)she is personally known to me or has presented

BID FORM 8G: Professional References for Previous Experience

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services. (Do not include the City of South Daytona)

Reference 1:

Company Name:	City of Port Orange
City, State:	Port Orange, FL
Contact Person:	James Hicks
Telephone Number:	(386)506-5545
Email Address:	jhicks@port-orange.org
Description of Goods or Services provided:	Fabrication and installation of new EMC display on existing structure
Contract Amount:	\$17,000.00
Start/End Date of Contract:	8/22 - 11/22

Reference 2:

Company Name: City of Lake Worth Beach		
City, State: Lake Worth, FL		
Contact Person:	Chris Dabros	
Telephone Number:	(561) 493-2550	
Email Address:	cdabros@lakeworthbeachfl.gov	
Description of Goods or Services provided:	Design, fabrication, and installation of 100 wayfinding signs.	
Contract Amount:	\$600,000	
Start/End Date of Contract:	Multiple phases from 2018-2022	

Reference 3:

Company Name:	City of Ormond Beach
City, State:	Ormond Beach, FL
Contact Person:	Paul MacDonald
Telephone Number:	(386)676-3233
Email Address:	Paul.Macdonald@ormondbeach.org
Description of Goods or Services provided:	Design, fabrication, and installation of Ormond Bch gateway signs
Contract Amount:	\$200 _e 000
Start/End Date of Contract:	Multiple phases from 2016 to 2017

From: Hicks, James < ihicks@port-orange.org > Sent: Wednesday, December 7, 2022 4:19 PM
To: Ron Hatcher < rhatcher@donbellsigns.com >

Subject: Reference

The City of Port Orange went to bid in 2021 to replace a 15+ year old digital sign at the entrance to our City Center complex. This is a highly traveled area in our city and the main entrance to many facilities such as our City Hall, City Hall Annex, Community Center, baseball and soccer fields, our YMCA, and more. Don Bell Signs was the lowest bidder, and it was subsequently awarded to them. The project scope included the following:

- Removal of old sign board
- Installation, programming, and training on new LED sign board
- LED lighting around lettering on the monument wall where the LED sign board is installed
- Ensure that the landscaping around the monument wall is returned to its previous state if damaged

We were delighted with the work that Don Bell Signs performed for us. I was impressed that they could do this project and not disturb any surrounding landscaping. We have received many compliments from residents and council members about the look of the new display. It is bright, easy to read, and displays graphics and video files in a high resolution. We can update the sign remotely via a cloud-based web application from anywhere, allowing us to give permissions to multiple departments within the City to update the content so that it is always new and relevant. The handful of times we have had issues in the last two years, their support technician has responded promptly to correct them.

I would highly recommend Don Bell Signs for any LED sign projects. If you have any questions or want more information, please don't hesitate to contact me at 386-506-5545 or ihicks@port-orange.org.

James Hicks, CPTM
Interim Director of Information Technology
City of Port Orange
(386) 506-5545
jhicks@port-orange.org

January 24, 2023

Re: Letter of Recommendation: Don Bell Signs Inc.

To Whom It May Concern:

The Lake Worth Beach Community Redevelopment Agency (CRA) has proudly contracted with Don Bell Signs Inc. since 2018. During that time, Don Bell Signs has been a strong partner in helping the CRA meet all of our way-finding and signage needs. The Lake Worth Beach CRA originally entered into an agreement to produce nearly 100 new way-finding signs valued at almost \$600,000.

It has been a true pleasure working with Gary, Frank, Izzie and the entire staff. Our agency has nothing but high praise for their work ethic, enthusiasm and dedication to providing quality projects. Don Bell Signs is very familiar with the requirements and regulations related to sign manufacturing and installation as well as the necessary procedures with state and local government.

I would recommend Don Bell Signs to all public and private sector clients seeking these types of services. If you would like further information regarding the firms' work with our agency please do not hesitate to contact me at (561) 493-2550 or cdabros@lakeworthbeachfl.gov.

Sincerely,

Chris Dabros Deputy Director

Lake Worth Beach Community Redevelopment Agency (CRA)



CITY OF ORMOND BEACH

Planning Department (386) 676-3238 * Building Division (386) 676-3233 * Engineering Division (386) 676-3269
22 South Beach Street, Room 104 * Ormond Beach, FL 32174 * Fax (386) 676-3361

September 14, 2016

To Whom it May Concern:

I would like to take this opportunity to commend Don Bell Signs for the excellent job performed on the Ormond Beach Gateway Signage project. This job was successfully completed due to the thorough communication and excellent product craftsmanship by Don Bell Signs. The knowledgeable staff at Don Bell Signs worked well with the City, and the job was completed on-schedule and within budget.

As the Landscape Architect and Project Manager for the City of Ormond Beach, I have had the opportunity to work with Don Bell Signs on several sign projects over the years, and I highly recommend them as a turn-key, custom electric sign company.

Sincerely,

Paul MacDonald Landscape Architect

BID FORM 8H: Listing of Subcontractors

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

Subcontractor 1:			
Name:	N/A		
City, State:			
Description of Work:			
Percent of Contract Price:		Previous Experience Together:	□ Yes □ No
Subcontractor 2:			
Name:	N/A		
City, State:			
Description of Work:			
Percent of Contract		Previous Experience	□ Yes
Price:		Together:	□ No
Subcontractor 3:			
Name:	N/A		
City, State:			
Description of Work:			
Percent of Contract		Previous Experience	□ Yes
Price:		Together:	□ No

BID FORM 8I: Required Project Milestones

The Vendor agrees to complete the required project milestones listed below within the time frame specified.

Milestone #1: Ordering & receiving of all materia	als required for fabrication.
Required Milestone #1 Completion Time*: 30 days	
Milestone #2: Fabrication phase, receiving OP	TEC EMC display.
Required Milestone #2 Completion Time*:100 Day	/S
Required Substantial Completion Time*: <u>120 Days</u>	
Required Final Completion Time*: 150 Days	
The Vendor agrees to accept liquidated damages and each consecutive calendar day, including rain days required project milestone completion times listed construction milestones are listed, the time specificated fully completed. All milestone completion dates, includetermined solely by the City. The City has the option otherwise paid to the Vendor. Should the total amount amount due or payable to the Vendor or his/her Surety.	s and holidays, that expires after each of the ed above until each are completed or, if no d for final completion until the Work has been luding substantial and final completion, will be on to retain this amount from the compensation at chargeable as liquidated damages exceed the
	Gary Bell, President
(Signature of person signing form) Name of Bidder: Don Bell Signs, LLC	(Printed name and Title of person signing form)
Address: 365 Oak Place	
City/State/Zip: Port Orange, FL 32127	
Phone Number: (<u>386</u>) <u>788-8084</u> FAX No	umber: (<u>386</u>) <u>763-4762</u>

^{*} All completion times listed are consecutive calendar days, including rain days and holidays, that expire from (and including) the date when the Contract Time commences to run as written in the Notice to Proceed.

BID FORM 8J: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Don Bell Signs, LLC							
(hereinafter called the Principal) and Capitol Indemnity Corporation							
(hereinafter called the Surety) are held and firmly bound unto the City of South Daytona, Florida							
(hereinafter called the Owner) in the sum of Five Percent of the Amount Bid Dollars							
(\$5%) lawful money of the United States of America, for the payment of which sum well							
and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors,							
jointly and severally, firmly by these presents:							
WHEREAS , the Principal contemplates submitting or has submitted a bid to the City of South Daytona, Florida, for							
South Daytona Piggotte Community Center Monument Sign BID NO. 24-B-001							
WHEREAS , the Principal desires to file this bond in accordance with the law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.							
NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the City, and execute a sufficient and satisfactory Contract Bond payable to the City, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.							
IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 26th day of February 2024.							
Don Bell Signs, LLC (Principal) By: ATTEST: Capitol Indemnity Corporation (Surety) By: Tyler D DeBord Attorney-In-Eact							

Lock Fields

CAPITOL INDEMNITY CORPORATION POWER OF ATTORNEY

CIC1928714

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

------PAMELA J THOMPSON; STEPHEN P FARMER; TYLER D DEBORD-------PAMELA J THOMPSON; STEPHEN P FARMER; TYLER D DEBORD------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

------ ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

STATE OF WISCONSIN COUNTY OF DANE S.S.

CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr. Chief Executive Officer and President

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

MSCONSR

STATE OF WISCONSIN COUNTY OF DANE S.S

David J. Regele Notary Public, Dane Co., WI My Commission Is Permanent

David J. Regele

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 26th day of February 20 24



Andrew B. Diaz-Matos Senior Vice President, General Counsel and Secretary

					\$82,933		Amount of Contract or Subcontract 7a.		
	Name/Title:				1		Type of Trade Code (See below)		
					1		Contractor or Subcontractor Business Racia/Ethnic (See below)	Project Name	County of Vo
7b: Typ 1 = New Construction 2 = Education/Training 3 = Other	Gary Bell, President				No		Woman Owned Business (Yes or No) 7d.	: South Dayto	olusia Commu
7b: Type of Trade Codes: CPD uction faining	sident				59-3761150		Prime Contractor Identification Number (IRS/FEIN)	Project Name: South Daytona Piggotte Community Center Monument Sign	nity Assistance Divis
7c: RaciaV Ethnic Codes 1= White Amercians 2= Black Americans 3= Native American 4= Hispanic American 5= Asian Pacific American	Signature:)			N/A		Subcontractor Identification Number (IRSFEIN) 7f.	y Center Monument Si	ion - Contract and Su
7c: Racial/ Ethnic Codes Americans Americans Americans ic American recific American					Don Bell Signs, LLC	Business Name		gn	County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form
	Date: 2				365 Oak Place	Street	Contractor/Subcontractor Business Name and Address 7g.		Women Business Rep
	Date: 226 24				Port Orange	City	ame and Address		orting Form
					FL 33	State			
					32127	Zip			



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



Section 3 Information

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons; particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is provided.

What is a Section 3 Business Concern?

A business concern meeting at least one of the following criteria, documented within the last six-month period:

- Owned and controlled by at least 51% low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the prior three-month period performed by Section 3 workers;
- Owned and controlled by at least 51% current public housing residents or residents currently living in Section-8 assisted housing

What is a Section 3 Worker?

A Section 3 worker is any worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:

- A worker whose annual income is at or below the 80% income limit as established by HUD
- A worker employed by a documented Section 3 Business Concern
- A worker that is a YouthBuild participant

What is a Targeted Section 3 Worker?

For Community Development funded projects, a Targeted Section 3 worker is:

- A worker employed by a documented Section 3 Business Concern; or
- A worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:
 - A worker living within the service area of the project, as defined at § 75.5; or
 - A worker that is a YouthBuild participant

Are there contract provisions related to Section 3?

Yes; all contracts for Section 3 covered projects must include language applying Section 3 requirements to any subrecipient agreement or contract for a Section 3 project. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of § 75.19, regardless of whether Section 3 language is included in related agreements or contracts.

What information is required for Section 3 Reporting?

For Community Development funded projects, the following may be required:

- Section 3 Business Concern Certification
- Section 3 Project Workforce form
- Section 3 Certification form, when applicable
- Supporting documents for those claiming status as of Section 3 Business Concerns, Section 3 Worker, and/or Section 3 Targeted Worker
- Any other information requested by Volusia County to ensure Section 3 compliance



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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: South Daytona Piggotte Community Center Monument Sign								
Agency Name: Don Bell Signs, LLC								
Contact person: Mike Hanson Title: Project Mgr.								
Address of business: 365 Oak Place Port Orange, FL 32127								
Telephone number: 386-547-3473 Fax number: 386-763-4762								
E-mail address: mhanson@donbellsigns.com								
Federal Employer Identification Number/SSN: 59-3761150								
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. certify to the best of my knowledge that the information contained here within is true and correct.								
Print name: Gary Bell Signature Title: President Date: 226/24								

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.

STANDARD AGREEMENT FOR SERVICES

THIS Standard Agreement for Serv	vices (here	einafter this "Ag	greement")) is mad	de and			
entered into this day of	_ 20 b	y and between	the CITY	OF S	OUTH			
DAYTONA, a Florida municipality, whose principal address is 1672 S. Ridgewood Avenue								
South Daytona, Florida 32119 (hereinafter the "CITY") and a								
corp	oration,	whose	principal	ac	ddress			
(hereinaf	ter "CC	NTRACTOR").	The	CITY	and			
CONTRACTOR are collectively referred to he	erein as th	ne "PARTIES."						

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 providing the equipment, materials, labor and other such service as identified in Exhibit "A" 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 (Exhibit "A") for City of South Daytona 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. Provision of Services

- a. **Scope:** The CONTRACTOR hereby agrees to provide the proposed scope as identified in Exhibit "A."
- b. Manner and Place: The work shall be performed as outlined in Exhibit "A," in accordance with Standard Construction Details as required and in a manner as required by all current federal, state, county, fire, building, and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinance. Contractors shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the CITY.
- c. <u>Time and Essence:</u> CONTRACTOR acknowledges that time is of the essence for this Agreement.
- d. Authorization for Services: This Agreement standing alone does not authorize the purchase of any work or services or require the CITY to place any orders for work or service. Authorization for performance of services by the CONTRACTOR under this agreement shall be in the form of a written Notice to Proceed issued and executed by the CITY. The CITY reserves the right to contract with other parties for work and services contemplated by this Agreement, as determined in the CITY's sole and absolute discretion.
- e. <u>Liquidated Damages:</u> CONTRACTOR is responsible for commencing work under this Agreement within 30 days upon receipt of the Notice of Award and must substantially complete the work not later than 120 calendar days thereafter, and to fully complete the work within 150 calendar days. 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.

Liquidated damages will be assessed against Vendor in the amount of \$500.00 per day, for each day after each milestone that the work contemplated 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 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: Amy Zengotita, Parks and Recreation Director, 386-322-3070, azengotita@southdaytona.org
- c. CONTRACTOR's Project Manager is: [...].
- 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 Avenue, South Daytona, Florida 32119;

b.	To CONTRACTOR:	Don Bell Signs	_, Attention: Mike Hanson	
		365 Oak Place		
	[insert street address],	Port Orange, FL 32127		
			ert 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.

- 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, <u>Florida Statutes</u>. 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), <u>Florida Statutes</u>, 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, <u>Florida Statutes</u>. 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, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; BWITTE@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.
- Liability Insurance. Contractor shall carry Commercial General Liability v. 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.

	A Florida Municipality
ATTECT.	WILLIAM C. HALL, Mayor
ATTEST:	(Seal)
JAMES L. GILLIS, City Manager	
Date signed by CITY:	

		[]						
		by	[], as agent	its	President	and	authoriz	zed
ATTEST:			(CORPO	RAT	E SEAL)			
[] , Secretary								
STATE OF								
The foregoing instrum	ent was acknowle	dged before	e me by n	nean	s of □ phy	sical	presence	or
\square online notarization,	this _ day of	, 202	4, by			_ of _		_ a
Florida corporation, or	n behalf of the cor	poration, a	nd he/sh	ie is į	personally	y knov	vn to me	or
has produced	as ident	ification.						
Signature of Notary Public	- State of Florida							
Printed/Typed/Stamped N My commission expire								
	End of Solicitation Documents							



2/27/2024

Project: South Daytona Piggotte Community Center Monument Sign

Scope of Work:

Don Bell Signs to furnish all labor, materials, tools, equipment necessary to fabricate and install (1) double face internally illuminated monument sign containing LED double face message center, EMC communication via wireless cellular broadband connection.

Sign structure to be fabricated aluminum with aluminum angle frame. Base and trim to be stucco finish painted per approved colors. Copy to have translucent dual color high performance vinyl overlay.

Per addendum #1 the City of South Daytona will be responsible for removing the existing sign and adjacent shrubs.

City of South Daytona will be responsible for providing power upgrade required for the new sign.

<u>Lump sum Bid: \$82,933.00</u>

Thank you for the opportunity to Bid the Community Center Monument Sign project.

Regards,

Mike Hanson Project Manager Don Bell Signs 386-547-3473



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION STATE OF FLORIDA

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A SIGN ELECTRICAL SPECIALIST

WARD, CECIL-JESSE

DON BELL SIGNS LLC
5472 WARD LAKE DRIVE
PORT ORANGE FL 32128

LICENSE NUMBER: ES0000146

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Orlando		CONTACT NAME: Catherine Goff				
1 1025 Greenwood Boulevard Suite 285		PHONE (A/C, No, Ext): 407-740-5550	FAX (A/C, No): 407878	3246		
Lake Mary FL 32746		E-MAIL ADDRESS: orlandocommercial@hylant.com				
		INSURER(S) AFFORDING COVERAGE		NAIC#		
		INSURER A: Continental Insurance Company		20443		
INSURED	DONBELL-01	INSURER B: Valley Forge Insurance Co		20508		
Don Bell Signs, LLC 365 Oak PL		INSURER c : At-Bay Specialty Insurance Company		29874		
Port Orange FL 32127		INSURER D: Travelers Cas & Surety of Amer	31194			
		INSURER E: American Casualty Co of Reading PA		20427		
		INSURER F: Continental Insurance Company		35289		

COVERAGES CERTIFICATE NUMBER: 581119189 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S
F	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			7036460155	1/16/2024	1/16/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 1,000,000 \$ 300,000 \$ 15,000
	X Ded: \$0						PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X AUTOS ONLY			BUA 7036459930	1/16/2024	1/16/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$ \$
F	X UMBRELLA LIAB X OCCUR			7036460043	1/16/2024	1/16/2025	EACH OCCURRENCE AGGREGATE	\$ 5,000,000 \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7036459829	1/16/2024	1/16/2025	X PER OTH- STATUTE OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
CDE	Cyber Liability D&O Liability Inland Marine/ Rented Equ			TBD 0107771691LB 7036460169	1/16/2024 1/16/2024 1/16/2024	1/16/2025 1/16/2025 1/16/2025	Limit Limit Limit	1,000,000 1,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of South Daytona P.O. Box 4960	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
South Daytona FL 32121-4960	AUTHORIZED REPRESENTATIVE OLICIA K. Wilson

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2023 / 2024

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by: Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 198501070083 Expires: September 30, 2024

Business Location: 365 OAK PL

Business Name: DON BELL SIGNS LLC
Owner Name: DON BELL SIGNS LLC

Mailing Address 365 OAK PL

PORT ORANGE, FL 32127

BUSINESS TYPE	REQ DOC#	CODE	COUNT	TAX
Electrical Specialty Cont	ES0000146	301ES	1	\$18.00
Manufacturing	ES0000146	391	83	\$225.00
Business Service	ES0000146	471	1	\$22.00
Hazardous Waste 835	ES0000146	835	1	\$50.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 07/06/2023

RECEIPT #: 501797

TOTAL TAX: \$315.00 Business Name: DON BELL SIGNS LLC
PENALTY: \$0.00 Owner Name: DON BELL SIGNS LLC

TOTAL PAID: \$315.00 Mailing Address 365 OAK PL

PORT ORANGE, FL 32127

Account #: 198501070083 Expires: September 30, 2024

Business Location: 365 OAK PL