



City of Palm Coast Agenda

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoast.gov

City Council Business Meeting

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Tuesday, June 2, 2026	6:00 PM	City Hall - Jon Netts Community Wing
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City Staff

Michael McGlothlin, City Manager

Marcus Duffy, City Attorney

Kaley Cook, City Clerk

- Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
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NOTICE: This meeting is being live streamed on the City of Palm Coast YouTube channel and audio recorded for public record and transparency.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

C. ROLL CALL

D. PROCLAMATIONS AND PRESENTATIONS

1. PRESENTATION - MY HEALTH ONSITE CLINIC

E. PUBLIC PARTICIPATION

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- (5) When addressing the City Council on specific, enumerated Agenda items, speakers shall:

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F. APPROVAL OF MINUTES

- 1. **MINUTES OF THE CITY COUNCIL: MAY 19, 2026, BUSINESS MEETING**

G. CONSENT

- 1. **RESOLUTION 2026-XX ADOPTING THE 2027-2028 STRATEGIC ACTION PLAN**
- 2. **RESOLUTION 2026-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF FLAGLER BEACH FOR TEMPORARY FIRE RESCUE ASSISTANCE**
- 3. **RESOLUTION 2026-XX APPROVING THE VOLUSIA COUNTY ITB NO. 25-B-43JS PIGGYBACK CONTRACT WITH HALIFAX PAVING, INC., FOR ASPHALTIC CONCRETE SUPPLY AND PLACEMENT**
- 4. **RESOLUTION 2026-XX APPROVING A MASTER SERVICES AGREEMENT WITH FOLEY5 CONSTRUCTION FOR THE PALM HARBOR GOLF CLUB IRRIGATION PUMP SYSTEM REPLACEMENT**

H. ORDINANCES SECOND READ

- 1. **ORDINANCE 2026-XX AMENDMENT TO THE CITY CHARTER**

RECESS CITY COUNCIL AND CONVENE THE SR 100 CORRIDOR CRA BOARD

- 1. **SR 100 COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-XX APPROVING A CONTRACT WITH KIMLEY HORN FOR THE COMPREHENSIVE PERFORMANCE AND STRATEGIC EVALUATION OF THE STATE ROAD 100 COMMUNITY DEVELOPMENT**

ADJOURN THE SR 100 CORRIDOR CRA BOARD AND RECONVENE CITY COUNCIL

I. PUBLIC COMMENTS

Remainder of Public Comments is limited to three (3) minutes each.

J. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

K. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

L. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

M. ADJOURNMENT

1. AGENDA WORKSHEET AND CALENDAR

City of Palm Coast, Florida Agenda Item

Agenda Date: June 2, 2026

Agenda Item: D.1

Department	HUMAN RESOURCES	Amount
Division	HUMAN RESOURCES	Org/Account #
Subject:	PRESENTATION - MY HEALTH ONSITE CLINIC	
Presenter:	Renina Fuller, M.A., SHRM-CP, Director of Human Resources, Lisa Lynch, Sr. HR Manager	
Attachments:	1. Presentation	
Background:	<u>UPDATED BACKGROUND FROM THE MAY 12, 2026, WORKSHOP MEETING:</u> In March, Brian Branham from My Health OnSite presented information regarding a potential partnership opportunity with Flagler County for an on-site health clinic. During the May 12 workshop, Council requested that staff return with a five-year cost and savings analysis for the City, along with a five-year historical review of Flagler County's costs and savings associated with its on-site clinic. This opportunity was presented for consideration as a way to potentially reduce overall healthcare plan costs while continuing to provide comprehensive coverage for employees. <u>ORIGINAL BACKGROUND FROM THE MAY 12, 2026, WORKSHOP MEETING:</u> In March, Brandon Savage with Brown & Brown Insurance Services presented a recap of the City's FY 2024-2025 health insurance plan performance that included renewal projections and proposed plan design modifications for FY 2027. My Health Onsite was also present and presented information on a partnership with Flagler County to share clinic space. This was offered for consideration as an opportunity to reduce overall plan costs while maintaining comprehensive coverage for employees.	
Recommended Action:	FOR COUNCIL CONSIDERATION AND DIRECTION	



MY HEALTH ONSITE Flagler County 5 Year Historical ROI City of Palm Coast 5 Year Projection

Human Resources Department
Presented by: Renina Fuller, Director



Flagler County BOCC

ROI Analysis 2021 – 2025

Return on Investment & Summary Recap

Financial Summary

**Return on Investment
Jan- Dec 2021:
\$2.57 in value for every
\$1.00 invested.**

Health Center Office Visit Costs, Ancillary Services	\$434,406.71
Number of Office Visits Includes All Visits: Completed. Cancellations & No shows	5,607
Average Cost/Visit	\$77.48
Health Plan Average Cost Per Visit (\$182.58 based on 1.6 services per visit)	\$182.58
Average Savings Per Visit	\$105.10
Visit Market Place Savings	\$589,295.70
Health center labs	\$50,669.04
Number of labs	3,381
Health center average labs	\$14.99
Health plan average per labs	\$39.52
Average savings per lab	\$24.53
Lab Market Place savings	\$82,948.08
Health Center Rx Costs	\$133,008.68
Number of Health Center Rx (Dispensed)	7,788
Health Center Average Cost Per Rx	\$17.08
Health Plan Average Cost Per Generic Rx	\$28.18
Average Savings Per Dispensed Rx	\$11.10
Rx Market Place Savings	\$86,457.16
Total Market Place Savings	\$758,700
Member Copays Saving for Office Visits and Prescriptions *not included in ROI	\$142,180
Presenteeism (Hourly rate \$28.72 @ 1 hour @ 3,215 Provider visits)*not included in ROI	\$92,334.80
Total Market Place Savings/Cost Avoidance	\$758,700
My Health Onsite Program Administration and Management	\$212,198
NET MARKET PLACE SAVINGS/COST AVOIDANCE	\$546,502
Return on Investment = \$2.57 in savings for every \$1 invested	

Summary

(January 2021 – December 2021)



- **97%** Utilization
- **63%** participation by the eligible employees



- **7,788** prescriptions
 - **\$77,880** in member Rx co-pay savings



- **3,215** total medical visits
 - Members saved **\$64,300** in office visits copays



- **\$546,502** Net Savings after Health Center Expenses
\$2.57 : \$1 Return on Investment

Financial Summary

**Return on Investment
Jan- Dec 2022:
\$1.43 in value for every
\$1.00 invested.**

Health Center Office Visit Costs, Ancillary Services	\$466,280.38
Number of Office Visits Includes all Visits Completed. Cancellations & No shows	4,865
Average Cost/Visit	\$95.84
Health Plan Average Cost Per Visit (\$197.89 based on 1.6 services per visit)	\$197.89
Average Savings Per Visit	\$102.05
Visit Market Place Savings	\$496,454.47
Health center labs	\$47,676.98
Number of labs	2,963
Health center average labs	\$16.09
Health plan average per labs	\$42.75
Average savings per lab	\$26.66
Lab Market Place savings	\$78,991.27
Health Center Rx Costs (Dispensed)	\$139,545.76
Number of Health Center Rx (Dispensed)	6,702
Health Center Average Cost Per Rx	\$20.82
Health Plan Average Cost Per Generic Rx	\$12.89
Average Savings Per Dispensed Rx	-\$7.93
Total Market Place Savings	-\$53,156.98
Member Average Cost per generic Rx through the plan	\$6.81
Total Market Place Savings	\$522,289
Member Copays Saving for Office Visits and Prescriptions *not included in ROI	\$124,420
Presenteeism (Hourly rate \$28.72 @ 1 hour @ 2,770 Provider visits)*not included in ROI	\$79,554
Total Market Place Savings/Cost Avoidance	\$522,289
My Health Onsite Program Administration and Management	\$214,521
NET MARKET PLACE SAVINGS/COST AVOIDANCE	\$307,768
Return on Investment = \$1.43 in value for every \$1 invested	

Summary

(January 2022 – December 2022)



- **89%** Provider Utilization
- **58%** participation by the currently eligible employees



- **6,702** prescriptions
 - **\$67,020** in member Rx co-pay savings



- **2,770** total medical visits
 - Members saved **\$55,400** in office visits copays



- **\$307,768** Net Savings after Health Center Expenses
\$1.43 : \$1 Return on Investment

Financial Summary

**Return on Investment
Jan- Dec 2023:
\$3.44 in value for every
\$1.00 invested.**

Health Center Office Visit Costs, Ancillary Services	\$468,663.22
Number of Office Visits Includes all Visits Completed. Cancellations & No shows	4,727
Average Cost/Visit	\$99.15
Health Plan Average Cost Per Visit (\$212.46 based on 1.6 services per visit)	\$212.46
Average Savings Per Visit	\$113.31
Visit Market Place Savings	\$535,635.20
Health center labs	\$45,299.36
Number of labs	1,815
Health center average labs	\$24.96
Health plan average per labs	\$48.34
Average savings per lab	\$23.38
Lab Market Place savings	\$42,437.74
Health Center Rx Costs (Dispensed)	\$66,528.34
Number of Health Center Rx (Dispensed)	4,194
Health Center Average Cost Per Rx	\$15.86
Health Plan Average Cost Per Generic Rx	\$16.78
Average Savings Per Dispensed Rx	\$0.92
Total Market Place Savings	\$3,846.98
Member Average Cost per generic Rx through the plan	\$6.42
Total Market Place Savings	\$581,919
Member Copays Saving for Office Visits and Prescriptions *not included in ROI	\$108,410
Presenteeism (Hourly rate \$28.72 @ 1 hour @ 2,623 Provider visits)*not included in ROI	\$75,332
Total Market Place Savings/Cost Avoidance	\$581,919
My Health Onsite Program Administration and Management	\$131,054
NET MARKET PLACE SAVINGS/COST AVOIDANCE	\$450,864
Return on Investment = \$3.44 in value for every \$1 invested	

Summary

(January 2023 – December 2023)



- **93%** Provider Utilization
- **63%** participation by the currently eligible employees



- **5,595** prescriptions
 - **\$55,950** in member Rx co-pay savings



- **2,623** total medical visits
 - Members saved **\$52,460** in office visits copays



- **\$450,864** Net Savings after Health Center Expenses
\$3.44 : \$1 Return on Investment

Financial Summary

**Return on Investment
Jan- Dec 2024:
\$6.01 in value for every
\$1.00 invested.**

Health Center Office Visit Costs, Ancillary Services	\$500,584
Number of Office Visits Includes all Visits Completed. Cancellations & No shows	4,687
Average Cost/Visit	\$106.80
Health Plan Average Cost Per Visit (\$282.46 based on 1.6 services per visit)	\$282.46
Average Savings Per Visit	\$175.66
Visit Market Place Savings	\$823,306
Health center labs	\$45,420
Number of labs	4,005
Health center average labs	\$11.34
Health plan average per labs	\$40.22
Average savings per lab	\$28.88
Lab Market Place savings	\$115,661
Health Center Rx Costs (Dispensed)	\$70,125
Number of Health Center Rx (Dispensed)	4,227
Health Center Average Cost Per Rx	\$16.59
Health Plan Average Cost Per Generic Rx	\$17.43
Average Savings Per Dispensed Rx	\$0.84
Total Market Place Savings	\$3,551.25
Member Average Cost per generic Rx through the plan	\$6.38
Total Market Place Savings	\$942,518
Member Copays Saving for Office Visits and Prescriptions *not included in ROI	\$98,390
Presenteeism (Hourly rate \$27.52 @ 1 hour @ 2,806 Provider visits)*not included in ROI	\$80,588
Total Market Place Savings/Cost Avoidance	\$942,518
My Health Onsite Program Administration and Management	\$134,481
NET MARKET PLACE SAVINGS/COST AVOIDANCE	\$808,037
Return on Investment = \$6.01 in value for every \$1 invested	

Summary

(January 2024 – December 2024)



- **86%** Provider Utilization
- **75%** participation by the currently eligible employees



- **4,227** prescriptions
 - **\$42,270** in member Rx co-pay savings



- **2,806** total medical visits
 - Members saved **\$56,120** in office visits copays



- **\$808,037** Net Savings after Health Center Expenses
\$2.07 : \$1 Return on Investment

Financial Summary

Return on Investment
Jan- Dec 2025:
\$4.89 in value for every
\$1.00 invested.

Health Center Office Visit Costs, Ancillary	\$554,788
Number of Office Visits Includes all Visits Completed.	4,893
Cancellations & No shows	\$113
Average Cost/Visit	3
Health Plan Average Cost Per Visit (\$227 based on 1.6 services per visit)	\$227
Average Savings Per Visit	\$117
Visit Market Place	\$554,788
Savings Health center	02
Number of labs	\$52,103
Health center average	5,115
Health plan average	\$105
Average savings per lab	\$48
Lab Market Place	\$245,580
savings Health Center Rx Costs	20
(Dispensed) Number of Health Center Rx	\$94,056
(Dispensed) Health Center Average Cost	4,995
Per Rx Health Plan Average Cost Per	\$12
Generic Rx Average Savings Per	\$12
Dispensed Rx Total Market Place	\$9,990
Savings Member Average Cost per generic Rx	\$6.50
through the plan	0
Total Market Place	\$813,312
Savings Member Copays Saving for Office Visits and Prescriptions *not included in ROI	\$108,810
Presenteeism (Hourly rate \$27.52 @ 1 hour @ 2,806 Provider visits)*not included in ROI	\$88,170
Total Market Place Savings/Cost	\$813,312
Avoidance My Health Onsite Program Administration and Management	\$138,023
NET MARKET PLACE SAVINGS/COST	\$675,289
AVOIDANCE	89

Return on Investment = \$4.89 in value for every
\$1 invested

Summary

(January 2025 – December 2025)



- **78%** Provider Utilization
- **71%** participation by the currently eligible employees



- **4,995** prescriptions
 - **\$49,950** in member Rx co-pay savings



- **2,943** total medical visits
 - Members saved **\$58,860** in office visits copays



- **\$675,289** Net Savings after Health Center Expenses
\$4.89 : \$1 Return on Investment

Summary

(January 2021 – December 2025)



- **89%** Provider Utilization
- **66%** participation by the currently eligible employees



- **29,307** prescriptions
 - **\$293,070** in member Rx co-pay savings



- **14,357** total medical visits
 - Members saved **\$287,140** in office visits copays



- **\$2,788,460** Net Savings after Health Center Expenses



Budget and Cost Projections
Prepared for: City of Palm Coast

		Year 1	Year 2	Year 3	Year 4	Year 5
Number of Employees (<i>Subscribers or EE Contracts</i>)		549	560	571	583	594
My Health OnSite Operational Costs						
Medical Staff						
Weekly Provider Hours		32				
Annual Provider Capacity (<i>50 productions weeks</i>)		4,800				
FTEs						
1.00	Medical Doctor	\$ 130.00	\$ 218,400	\$ 229,320	\$ 240,786	\$ 252,825
0.00	Mid-Level (ARNP/NP)		208,00			
1.00	Nurse/LPN	0				
1.00	Medical Assistant/Radiology Tech	\$ 68.00	\$ -	\$ -	\$ -	\$ -
1.00	Patient Service Coordinator	\$ 38.00	\$ 82,992	\$ 87,14	\$ 91,499	\$ 96,07
0.00	Dietician/ Nurse Educator		79,04			
Staffing Subtotal		\$ 25.00	\$ 384,800	\$ 404,040	\$ 424,242	\$ 445,454
Burden: Taxes & Benefits			\$ 54,600	\$ 57,273	\$ 60,197	\$ 63,20
Staffing Total			\$ 439,400	\$ 461,313	\$ 484,439	\$ 508,654
Supplies		\$ 22.00	\$ 48,048	\$ 52,973	\$ 57,909	\$ 62,835
Labs		\$ 8.00	\$ 40,320	\$ 43,385	\$ 46,453	\$ 49,520
Prescriptions		\$ 10.00	\$ 53,856	\$ 63,173	\$ 77,324	\$ 98,588
Program Administration		\$ 21.00	\$ 100,800	\$ 104,872	\$ 111,249	\$ 120,282
Technology Solutions		\$ 23.00	\$ 151,524	\$ 157,646	\$ 160,798	\$ 164,014
Licensing Fee for Informaiton Technology Solutions		\$ 1,000	\$ 12,00	\$ 12,00	\$ 12,00	\$ 12,00
Electronic Health Record System			0	0	0	0
Plan Analytics Platform						
Prescription Module						
Lab Module						
Portal Site						
iTech Hardware Support						
Total Annual Operations Projections			\$ 850,964	\$ 890,855	\$ 937,918	\$ 993,947
Projected Yearly Net/Cost Avoidance		\$ 489,688	\$ 536,486	\$ 599,610	\$ 684,706	\$ 801,094

City of Palm Coast, Florida Agenda Item

Agenda Date: June 2, 2026

Agenda Item: F.1

Department CITY CLERK Division CITY CLERK	Amount Org/Account #
Subject: MINUTES OF THE CITY COUNCIL: MAY 19, 2026, BUSINESS MEETING	
Presenter: Kaley Cook, City Clerk	
Attachments: 1. Minutes	
Background:	
Recommended Action: APPROVE MINUTES OF THE CITY COUNCIL: MAY 19, 2026, BUSINESS MEETING	



City of Palm Coast Minutes

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City Council Business Meeting

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Tuesday, May 19, 2026	9:00 AM	City Hall - Jon Netts Community Wing
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A. CALL TO ORDER

Mayor Norris called the meeting to order at 9:00 a.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

C. ROLL CALL

City Clerk Kaley Cook called the roll. All members were present.

D. PROCLAMATIONS

- 1. PROCLAMATION - APRIL 2026 AS RECORDS AND INFORMATION MANAGEMENT MONTH**

Mayor Norris and Mr. McGlothlin presented the proclamation to Flagler County Clerk of Court staff.

Ms. Nichols, Chief of Staff, shared comments and thanks.

Vice Mayor Pontieri asked the City's communications staff to share information about the Clerk of Court notification alerts.

Council Member Sullivan asked if the notification needs to be renewed.

Ms. Nichols shared recommendations.

2. PROCLAMATION - MAY 2026 AS NATIONAL WATER SAFETY MONTH

Mayor Norris and Mr. McGlothlin presented the proclamation to members of the Parks & Recreation staff.

Brielle Goldberg, a local swim instructor, shared statistics and additional comments.

Aly Rock-Yanochko, Aquatic Center Recreation Supervisor, shared an invitation to an upcoming water safety event.

3. PROCLAMATION - MAY 17-23, 2026, AS NATIONAL PUBLIC WORKS WEEK

City Council presented this proclamation before items 1 and 2.

Mayor Norris and Mr. McGlothlin presented the proclamation to members of the public works department.

Matt Mancill, Director of Public Works, shared comments and thanks for the proclamation.

City Council shared compliments and thanks.

City Council then moved to item 1 of the agenda.

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Mayor Norris asked Mr. Roche to review a complaint for a water leak on SR 100.

Jeani Duarte asked who is really running the City, discussed decisions not driven by the City of Palm Coast, asked about various authorizations, accountability and transparency, called for immediate resignation of expired district 4 seat, and firing of the City's Attorney firm.

Bruce Stone discussed his father's experience as an attorney, resident frustration, and letters written.

George Mayo complimented public works staff, request for no through-traffic signs, and news segments regarding data centers as large water users.

Dennis McDonald discussed data/AI centers, an experience in Lake Jackson, affordable housing, Rayonier, and the need for better legal representation.

Mr. McGlothlin shared that he will follow up on the request from Mr. Mayo.

Council Member Miller shared compliments for various staff members and comments regarding the data center.

Council Member Sullivan supported what has been said, shared details of the data center and clarified that this is not an AI data center.

Council Member Gambaro discussed the Northeast Florida Regional Meeting and this topic, concerns, the local facility using a closed-loop system, and taking a hard look at the data centers as they move forward.

Vice Mayor Pontieri shared that staff is aware of Council and resident concerns for data centers.

Mayor Norris highlighted the difference in the local cable landing station, vigilance on the topic, and discussed thoroughfares in the City.

F. APPROVAL OF MINUTES

- 1. APPROVE MINUTES OF THE CITY COUNCIL: MAY 4, 2026, SPECIAL WORKSHOP
MAY 5, 2026, BUSINESS MEETING MAY 12, 2026, WORKSHOP MEETING**

Motion made to approve by Vice Mayor Pontieri and seconded by Council Member Miller. The Motion carried unanimously.

G. CONSENT

Council Member Miller asked for details of item 2 of the consent agenda. Ms. Smith, Land Management Administrator, recommended that other staff members within Community Development help to answer the questions.

Motion by Council Member Miller, seconded by Vice Mayor Pontieri, to pull item 2 of the consent agenda. The motion passed unanimously.

City Council continued discussion on the remaining items within the consent agenda:

Vice Mayor Pontieri thanked staff for the efforts with Palm Coast Little League on item 1, highlighted items 8 and 9, and shared concerns for item 6 and asked how much of the project remains.

Ms. Stevens, Deputy Director of Stormwater & Engineering, provided the requested details for item 6 of the consent agenda.

Council Member Miller asked Ms. Stevens to further explain unsuitable soils that are causing cost increases.

City Council held additional discussion on project difficulty, boring and drilling that can be done, concern for increased project cost, precedents set, overall contract cost, scheduled project completion, capacity concerns coming into hurricane season, and prior delayed projects.

Ms. Stevens, Mr. Cote, and Carlos Brito, Stormwater Project Manager III, provided the requested details to City Council.

Vice Mayor Pontieri shared concern and encouraged the contractor to get this project done.

Council Member Sullivan shared details related to item 9.

Public Comment:

Dennis McDonald discussed canal drainage projects.

Motion by Council Member Gambaro, seconded by Vice Mayor Pontieri, motion to approve the consent agenda, minus item 2.

Public comment:

Jeani Duarte shared concern for fleet management funds and asked about silt contaminants.

Ms. Stevens provided a response to public comment.

Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

1. **RESOLUTION 2026-64 APPROVING THE FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC**
2. **RESOLUTION 2026-65 APPROVING A RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT WITH JRB-PC, LLC**

The item was removed from the consent agenda.

Mayor Norris read the title into the record.

City Council held discussion with Mr. Nguyen, Mr. Hanson, and Ms. Smith on the topic.

Motion made to approve the resolution by Council Member Miller and seconded by Vice Mayor Pontieri.

Public Comment:

George Mayo discussed the area, the intersection as a mess, and creating a monumental traffic disaster.

Tony Amaral discussed the square footage of the property, project funding, impact fee credits, and shared that the idea is great but the value is questionable.

Mayor Norris held discussion with Mr. Nguyen on the potential of pulling the item to negotiate further.

City Council continued discussion on the topic.

Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

3. **RESOLUTION 2026-66 APPROVING A DRAINAGE EASEMENT FROM FLAGLER COUNTY SCHOOL DISTRICT**
4. **RESOLUTION 2026-67 APPROVING A BUDGET AMENDMENT FOR THE 2025-2026 BUDGET RELATING TO THE APPROPRIATIONS OF FUNDS FOR THE FLEET MANAGEMENT FUND**
5. **RESOLUTION 2026-68 APPROVING PIGGYBACKING FLORIDA SHERIFF'S ASSOCIATION CONTRACT #FSA23-EQU21.1 WITH RING POWER FOR THE PURCHASE OF A PONTOON EXCAVATOR FOR STORMWATER OPERATIONS**
6. **RESOLUTION 2026-69 APPROVING ADDITIONAL CONTINGENCY FUNDS FOR THE PINE GROVE WATERWAY DREDGING PROJECT**
7. **RESOLUTION 2026-70 APPROVING A TDC CAPITAL PROJECT FUNDING PROGRAM AGREEMENT WITH FLAGLER COUNTY RELATED TO THE INDIAN TRAILS SPORTS COMPLEX FIELD LIGHTING**

8. **RESOLUTION 2026-71 APPROVING A WORK ORDER AND EXPENSES RELEATED TO THE INDIAN TRAILS SPORTS COMPLEX FIELD LIGHTING #6-8**
9. **RESOLUTION 2026-72 APPROVING THE FISCAL SUSTAINABILITY PLAN FOR WASTEWATER TREATMENT FACILITY 2 EXPANSION**
10. **RESOLUTION 2026-73 APPROVING AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS**

H. ORDINANCES FIRST READING

1. ORDINANCE 2026-XX AMENDMENT TO THE CITY CHARTER

Mayor Norris read the title into the record.

Attorney Duffy provided a background of the item, the requested updates, and a review of the amendments.

City Council held discussion on the following topics: details of the section regarding ballot deadlines, encouragement to work through potential scenarios with the Flagler County Supervisor of Elections, support for the accurate and clear summaries, request for staff to do a few educational workshops on the proposed amendments, the need for clarified language regarding timing, encouragement to future Council Members to be sure they can commit to the entire 4 year term, and unusual timing and circumstances of recent vacancies.

Motion made to be approved on first reading by Vice Mayor Pontieri, and seconded by Council Member Sullivan

Public Comment:

Jeani Duarte discussed prior vacancies and appointments, defective charter language, and intent.

Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

I. ORDINANCES SECOND READ

1. ORDINANCE 2026-05 APPROVING FIRST AMENDMENT TO THE 5TH AMENDMENT OF THE PALM COAST PARK MASTER PLANNED DEVELOPMENT (MPD) AGREEMENT APPLICATION # 6431

Mayor Norris read the title into the record.

Estelle Lens, Senior Planner, presented the topic to City Council. The applicant was available for questions.

Attorney Duffy called for any ex parte communications. Vice Mayor Pontieri disclosed communications that will not affect her decision.

City Council held discussion on the following topics: Sawmill and effects to the area, concern for relying on the statement from the applicant regarding the development, asked the Ag museum to protect its property in a stronger way, amenity request by the Planning Board and request that the language be changed to "shall," lot size, affordable housing, concern for a blighted rental district far from downtown, and lack of language which mandates the sale of the homes at an affordable price.

Mr. Chiumento shared that the applicant was comfortable with changing the language to "shall" as requested, discussed diversity of housing, square footage, meeting the goals and objectives of the comprehensive plan, and trying to bring a new product to Palm Coast while mitigating the home cost.

Vice Mayor Pontieri asked about the market price or cost range for the homes.

A representative of D.R. Horton shared the intent of the developer for the starting cost of \$200,000 to potentially \$250,000-\$290,000.

Motion by Council Member Gambaro, seconded by Council Member Miller, to approve the Ordinance as amended to include a language change of "may" to "shall" in Section 10 in the agreement and to include the two conditions from the Planning and Land Development Regulation Board (PLDRB).

Public Comment:

Carla Amaral, Vice Chair of the Affordable Housing Advisory Committee, discussed the opportunity and a missed opportunity, supported finding attainable housing, and the need to ask what public benefit we receive in return.

Dennis McDonald discussed parking issues and urged Council to review the issue, encouraged a caveat to require use of the garages for vehicles, and asked why there isn't a construction bond for Sawmill Branch.

George Mayo discussed the good and bad of the situation, workforce housing, and potential solutions for affordable housing.

Laura Payne discouraged continuous building, inevitable growth, and encouraged slowing down and proper planning.

Jeffrey Brown discussed limited hours at the public pool, continued development, not building things for kids, and items that benefit the community.

Vice Mayor Pontieri responded to public comments to clarify that the development had been approved years ago, shared the consideration before the Council today to down zone the project, and shared support for workforce set-asides to be included in the project. Vice Mayor Pontieri encouraged setting parameters and asked Council to consider setting a workforce set-aside to help address this State-wide issue, ensuring that a well-intentioned product comes to fruition in the way it was intended. Vice Mayor Pontieri encouraged withdrawing the motion to include the workforce set-asides.

Council Member Gambaro replied that he was not going to withdraw the motion and referred to his comment last week that we missed an opportunity to do all of these things

on infill lots.

Vice Mayor Pontieri replied that there is a difference in discussion on infill lots.

Mayor Norris asked the representative of D.R. Horton if they ever set aside a percentage of housing for workforce.

The representative shared that they have, in situations where there were incentives.

**Approved –Council Member Charles Gambaro, Council Member Ty Miller,
Mayor Michael Norris**

Denied - Vice Mayor Theresa Pontieri, Council Member David Sullivan

J. RESOLUTIONS

1. RESOLUTION 2026-74 APPROVING THE MUNICIPAL PROPERTY (A.K.A. PUBLIC LANDS) LIST

Mayor Norris read the title into the record.

Ms. Smith presented the topic to City Council.

City Council held discussion on the following topics: future uses for the parcels identified in the list, affordable housing, lot size, potential for perpetual stormwater easements, certain lands to remain for park lands, consensus to remove Zeus Path and park land, and to place perpetual easements for stormwater usage, and the Live Local act.

Motion by Vice Mayor Pontieri, seconded by Council Member Gambaro, to approve the Municipal Property list as amended to remove the Z-section lots and Seminole woods park from the public lands list.

Public Comment:

Carla Amaral shared that the City-owned land list is longer than what was presented.

Ms. Smith and Ms. Gonzalez shared designations and unbuildable land.

K PUBLIC COMMENTS

Remainder of Public Comments is limited to three (3) minutes each.

Dennis McDonald discussed construction bonds and asked whether or not the City required a bond for the Sawmill project and policy requirements.

George Mayo discussed looking at additional parks, consideration of senior citizens and retirees in the community and encouragement for protections for workforce housing.

Carla Amaral shared that there are houses in the area that were discussed in the prior item and

encouraged a deeper review of City-owned properties.

Mayor Norris replied that he will research the construction bond referenced by Mr. McDonald.

Council Member Miller asked for details of a requirement for construction bonds for projects.

Attorney Duffy replied that he will review.

Council Member Miller replied to Mr. Mayo to share about potential State legislation preventing hedge funds from purchasing single family residential lots.

Vice Mayor Pontieri shared that the proposal did not get approved.

Council Member Miller recommended that the City look into the topic further to see if any City action could be taken. City Council provided consensus for Attorney Duffy to review the topic.

Vice Mayor Pontieri replied to Mr. Mayo and shared that the MPD for the Westward Expansion does provide for possible housing, supported a park for seniors, and welcomed ideas.

L. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

Council Member Sullivan shared his attendance at the Disadvantaged Local Coordinating Board, importance of staying involved, 60,000 trips, adequate number of drivers for the program, funding, and a lack of public transportation for the project approved earlier in the meeting.

Council Member Miller and Council Member Sullivan held additional discussion of the local coordinating board meeting.

Council Member Gambaro looked forward to the upcoming Memorial Day service.

Vice Mayor Pontieri shared that as we see applications for amendments, perhaps we shift thinking to consider things like set-asides, discussed approvals today, the Touch-a-Truck event, a State bill that was denied, and sought consensus for the City Attorney to draft an ordinance to be put in place to prevent dissolving of the City's Fire Department and would require a supermajority to go out to referendum for any proposed future dissolution. Additionally, Vice Mayor Pontieri shared the passing of Art Dycke, the City's first historian.

M. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

Attorney Duffy replied to earlier Council discussion that the City is pre-empted from the State regulating residential tenancies.

N. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Mr. McGlothlin echoed the comments regarding the recent Touch-a-Truck event.

1. REPORTING OF EMERGENCY AND SOLE SOURCE FOR APRIL 2026

O. ADJOURNMENT

The meeting was adjourned at 11:50 a.m.

Respectfully submitted by: Kaley Cook, CMC, FCRM City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date: June 2, 2026

Agenda Item: G.1

Department CITY ADMINISTRATION Division	Amount Org/Account #
Subject: RESOLUTION 2026-XX ADOPTING THE 2027-2028 STRATEGIC ACTION PLAN	
Presenter: Kyle Berryhill, Interim Deputy City Manager	
Attachments: 1. Resolution 2. Strategic Action Plan	
Background: <u>UPDATED BACKGROUND FROM THE MAY 12, 2026, WORKSHOP MEETING:</u> Council provided direction for the Strategic Action Plan, which is attached to this item. <u>ORIGINAL BACKGROUND FROM THE MAY 12, 2026, WORKSHOP MEETING:</u> On an annual basis, staff conducts an evaluation of the Strategic Action Plan (SAP) to ensure that adopted priorities remain aligned with the City Council's vision and the evolving needs of the community. As part of this process, staff facilitates one-on-one meetings with each Council Member to gather input on existing priorities, discuss potential adjustments, and outline the next steps in the SAP process. Feedback from these discussions is consolidated and evaluated for alignment and consistency with current Strategic Action Plan priorities. The results are compiled into a summary presentation, included with this agenda item, which highlights key themes and potential updates to the adopted priorities. Additionally, staff incorporated insights from the recent community survey, which reaffirmed key focus areas such as infrastructure, transportation, growth management, and community amenities. Based on both Council input and community feedback, staff is presenting recommended updates to the Strategic Action Plan, including refined priority rankings, items to transition to ongoing operations, and potential new objectives for Council consideration. Staff requests that City Council review the attached materials and be prepared to discuss and provide direction on any proposed amendments to the Strategic Action Plan priorities. This discussion will help inform the final list of priorities to be presented for adoption at a future business meeting.	

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING THE 2027-2028 STRATEGIC ACTION PLAN

RESOLUTION 2026-____
CITY COUNCIL STRATEGIC ACTION PLAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING CITY COUNCIL PRIORITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast City Council continues to support the City’s Vision, Mission, Values, and Goals as set forth in the Strategic Action Plan; and

WHEREAS, the City of Palm Coast City Council annually evaluates the Strategic Action Plan to remain nimble and focused on the needs of the community; and

WHEREAS, a continual year-long process has been established to track progress and ensure effective stewardship of annual priorities and fiduciary responsibility to the citizens of Palm Coast.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF CITY COUNCIL PRIORITIES. The City Council hereby approves the City Council Priorities, as attached hereto, and incorporated herein referenced as Exhibit “A.”

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph, or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager, or designee, is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 2nd day of June 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" City Council SAP Priorities

2027-2028 STRATEGIC ACTION PLAN

PILLAR OF PRIORITY: SUSTAINABLE ENVIRONMENT & INFRASTRUCTURE

Objective #1: Prioritize Palm Coast infrastructure to address current needs and anticipate future growth.

Strategy: Palm Coast's future expansion will be guided by a comprehensive master planning strategy focused on smart, managed growth. Our staff will develop a robust infrastructure plan that encompasses critical areas such as public safety, water resources, and economic resiliency. This plan will ensure that infrastructure projects are prioritized and executed efficiently, promoting effective development, and enhancing the quality of life for all residents.

Tactics:

- ▶ **1.1:** Ensure the Wastewater treatment plant #1 expansion and rehabilitation from 6.83 to 10.83 MGD project is top priority.
- ▶ **1.2:** Ensure that the maintenance & operations complex remains a top-priority facility project and begin improvements based on the capital improvement plan timeline.
- ▶ **1.3:** Continue efforts to preserve Fire Station 22 and its historical value and expand visitor awareness of Palm Coast. Work to maintain the historical aesthetics of the Fire Station.

PILLAR OF PRIORITY: SAFE & RELIABLE SERVICES

Objective #2: Design and implement a citywide plan for road repair and road safety.

Strategy: Prepare a citywide plan that identifies various elements associated with road repair and road safety on city-maintained roadways. Evaluate local, state, and federal strategies to address the gas tax revenue shortfall and identify all funding options that could be utilized to finance the steps and process to implement the plan's identified elements.

Tactics:

- ▶ **2.1:** Utilize the existing pavement management program with two options: one including global treatments for residential roads and one without. Also, apply the street lighting master plan to identify remaining segments needing lighting.
- ▶ **2.2:** Identify arterial and other roadways for safety corridor studies, prioritize segments accordingly, and pursue grant funding through FDOT, DOT, and TPO.
- ▶ **2.3:** Conduct a comprehensive funding analysis and present City Council with recommended funding strategies to support the plan and maintain the adopted level of service, including evaluation of potential revenue sources such as dedicated funding mechanisms for roads and public safety.
- ▶ **2.4:** Present the finalized plan and funding recommendations to the city council for review and approval.

PILLAR OF PRIORITY: STRONG RESILIENT ECONOMY

Objective #3: Enhance current economic development efforts to create better-paying jobs and attract major employers such as healthcare, manufacturers, and industry.

Strategy: Increase the city's prospects for economic growth by developing its sites, buildings inventory, and workforce strategies while in tandem increasing economic development through marketing outreach and visibility across all multiple streams, including existing investors, state and regional groups, consultants, real estate brokers, and companies.

Tactics:

- ▶ **3.1** Accelerate the path forward on entitlements and right of first offer on Tract 17, then work with senior city staff and City Council on RFP for the development or sale of the tract.
- ▶ **3.2** Strengthen partnerships and communication with the private sector to attract major employers, expand industrial development opportunities, and create better-paying jobs in the community utilizing the City's incentive programs. Present data to City Council supporting increased investment in Palm Coast's industrial site and building inventory.
- ▶ **3.3** Collaborate with Flagler County Economic Development, the Palm Coast-Flagler Chamber of Commerce, and neighboring municipalities, including the City of Bunnell, to strengthen and elevate economic development efforts in Palm Coast and throughout the region.
- ▶ **3.4** Maximize the effectiveness of the SR100 Community Redevelopment Area (CRA). Review expanding the timeline of the CRA and work to develop a CRA Master Plan.
- ▶ **3.5** Sharpen focus and development of the downtown urban core, to include The Stage and YMCA partnership.

PILLAR OF PRIORITY: CIVIC ENGAGEMENT

Objective #4: Implement the Parks Master Plan

Strategy: Review the public feedback and data collected to develop implementation strategies and prioritize projects to ensure sufficient funding, resources, and staffing to accomplish goals, with a specific focus on improving the parks, trails, and other recreational elements the City currently has and looking for opportunities to expand in the future using impact fees.

Tactics:

- ▶ **4.1** Develop a plan to add additional lighted diamond and rectangle fields.
- ▶ **4.2** Develop a deferred maintenance study for all parks to identify needed repairs and establish a structured annual plan for prioritized replacements and maintenance to ensure long-term asset sustainability.
- ▶ **4.3** Explore opportunities to improve trail connectivity between Palm Coast's trail network and existing or planned regional trail systems.
- ▶ **4.4** Explore options for integrating a concrete skate park into the community, including evaluating potential locations, costs, and implementation plans.
- ▶ **4.5** Develop and update park mapping and signage to ensure all designated park properties are accurately identified and labeled as parks within the community.
- ▶ **4.6** Define the roles and responsibilities of the Parks and Recreation Advisory Board and the Palm Coast Sports Alliance to establish clear processes in order to can provide useful recommendations to the Parks and Recreation Department and City Council.
- ▶ **4.7** Preserve the hard canopy on Palm Coast Parkway from future development and work with Flagler County Government to explore the use of Environmentally Sensitive Lands (ESL) funds.

PILLAR OF PRIORITY: SAFE & RELIABLE SERVICES

Objective #5: Design and produce a technology improvement plan focused on technology for city government.

Strategy: Evaluate existing enterprise software & compare with the market for features, gained efficiencies, maturity of product, interoperability, robustness and reliable support to obtain high efficiency of government operations. Explore smart technologies as it relates to city infrastructure and internal operational tools for city resource planning and collaboration.

Tactics:

- ▶ **5.1** Continue to complete all planned phases of the new City of Palm Coast Mobile application. Explore additional features that could be added to benefit residents.

- ▶ **5.2** Research developing a future smart city master plan.

PILLAR OF PRIORITY: SUSTAINABLE ENVIRONMENT & INFRASTRUCTURE

Objective #6: Continue saltwater canal dredging initiative

Strategy: Advance long-term canal system maintenance and resiliency through coordinated planning, funding strategies, and infrastructure standards.

Tactics:

- ▶ **6.1:** Perform the canal dredging design and establish canal depths through permitting. Update cost estimates based on permit conditions.
- ▶ **6.2:** With assistance from the consultant, create a dredging management plan.
- ▶ **6.3** Pursue grants and other funding sources for the canal dredging plan and present City Council with multiple funding and construction approach options for direction. Evaluate multiple potential funding mechanisms, including an MSBU or special assessments for canal-front residents who would directly benefit from dredging improvements.
- ▶ **6.4:** Create a seawall standard that can be enforced by code for all canal front properties, including vacant lots.

PILLAR OF PRIORITY: CIVIC ENGAGEMENT

Objective #7: Support and Advance Arts, Cultural, and Historical Initiatives and Facilities

Strategy: The City of Palm Coast currently works with local organizations and promotes citywide activities involving arts and history. However, to properly expand the City's art/cultural/history initiatives, funding options will need to be identified. Considering this, the City will examine allocated city budgets (i.e., CIP, special event budget) as well as expanding search opportunities for external grants and legislative appropriations that can be allocated towards cultural assets and arts.

Tactics:

- ▶ **7.1** Strengthen partnerships with local organizations and Flagler County to support and expand arts, cultural, and historical programs and initiatives.
- ▶ **7.2** Use strategic planning documents and community engagement—including the Parks Master Plan, Cultural Arts Master Plan, and focus groups—to identify evolving needs and opportunities for arts and cultural development.
- ▶ **7.3** Conduct peer city research to benchmark arts, cultural, and historical efforts, ensuring Palm Coast remains competitive and aligned with best practices.
- 7.4** Pursue diverse funding opportunities, including grants and private partnerships, to support arts, cultural, and historical projects identified through research and community input.
- ▶ **7.5** Promote public art by updating ordinances to support creative displays and revitalizing the Art in Public Places Committee in collaboration with the Beautification and Environmental Advisory Committee (BEAC).
- 7.6** Explore the feasibility of developing a community-designed mural, modeled after initiatives in the City of Bunnell, and evaluate the availability of Community Redevelopment Agency (CRA) funds to support the project, with findings and recommendations presented to City Council.

PILLAR OF PRIORITY: STRONG RESILIENT ECONOMY

Objective #8: Quality of Life for Essential Workers

Strategy: The city will strengthen organizational effectiveness and employee well-being by supporting first responders, enhancing workplace culture, and ensuring competitive compensation through targeted programs, a salary survey, and a citywide culture assessment.

Tactics:

- 8.1 Enhance the well-being and support systems for first responders by identifying and implementing effective strategies and programs that improve their quality of life, mental health, and overall job sustainability.
- ▶ 8.2 Identify and review existing programs, grants, and partnerships that offer support or resources for first responders.
- ▶ 8.3 Evaluate the results of the comprehensive employee salary survey to ensure the organization's compensation structure remains competitive with current market standards. This initiative aims to attract and retain talented staff while reducing the risk of losing employees to the private sector or other government agencies.
- ▶ 8.4 Conduct a comprehensive culture assessment across the city organization to gain insight into employee perceptions, values, and engagement levels, with the purpose of fostering a more inclusive, productive, and mission-driven workplace.

PILLAR OF PRIORITY: SAFE & RELIABLE SERVICES

Objective #9: Strengthen emergency response through sustainable funding and specialized fire services to support long-term readiness.

Strategy: Strengthen the City's Fire emergency response and public safety capabilities by evaluating and implementing sustainable funding mechanisms and specialized service enhancements that ensure long-term operational readiness, accommodate growth, and improve response to complex emergencies.

Tactics:

9.1 Evaluate the feasibility of implementing a dedicated fire service fee to support emergency response and management operations, ensuring sustainable funding to accommodate growth and maintain service levels.

9.2 Explore the development and funding of a Hazardous Materials (HazMat) response team within the Fire Department to enhance local emergency response capabilities.

PILLAR OF PRIORITY: STRONG RESILIENT ECONOMY

Objective #10: Expand the City's ability to secure external funding opportunities through the evaluation and development of a dedicated grants function

Strategy: Strengthen the City's capacity to pursue and manage grant funding by evaluating the feasibility of establishing a dedicated grants function, such as a full-time grant writer or grants office, to support priority projects, infrastructure improvements, and community initiatives.

Tactics:

10.1 Evaluate the feasibility, staffing structure, and potential return on investment of creating a dedicated grants function, including options such as a full-time grant writer, grants manager, or centralized grants office. Based on the findings and available funding, move forward with the addition of at least one dedicated grants position as part of the FY27 budget process.

City of Palm Coast, Florida Agenda Item

Agenda Date: June 2, 2026

Agenda Item: G.2

Department CITY CLERK Division CITY CLERK	Amount Org/Account #
Subject: RESOLUTION 2026-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF FLAGLER BEACH FOR TEMPORARY FIRE RESCUE ASSISTANCE	
Presenter: Kyle Berryhill, Fire Chief/Interim Deputy City Manager	
Attachments: 1. Resolution 2. Interlocal Agreement	
Background: The City of Flagler Beach Fire Department is currently experiencing a temporary staffing shortage and has requested short-term emergency response assistance from the City of Palm Coast to ensure continuous public safety and fire protection coverage. The City of Palm Coast Fire Department has determined it has the operational capacity to provide temporary, emergency coverage utilizing its C-Shift personnel and apparatus on an every-third-day rotation for a fixed four-week period without compromising public safety within Palm Coast.	
Recommended Action: ADOPT RESOLUTION 2026-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF FLAGLER BEACH FOR TEMPORARY FIRE RESCUE ASSISTANCE	

RESOLUTION 2026-____
INTERLOCAL AGREEMENT WITH FLAGLER BEACH
FOR TEMPORARY FIRE RESCUE ASSISTANCE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF FLAGLER BEACH FOR TEMPORARY FIRE RESCUE ASSISTANCE; PROVIDING FOR OPERATIONAL RESCUE COVERAGE UTILIZING C-SHIFT PERSONNEL AND APPARATUS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE AND EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast (“COPC”) and the City of Flagler Beach (“COFB”) are neighboring municipalities that maintain full-time fire departments dedicated to protecting the health, safety, and welfare of their respective citizens; and

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to enter into Interlocal Agreements to cooperate on a basis of mutual advantage to provide services and facilities efficiently; and

WHEREAS, the City of Flagler Beach Fire Department is currently experiencing a temporary staffing shortage and has requested short-term emergency response assistance from the City of Palm Coast to ensure continuous public safety and fire protection coverage; and

WHEREAS, the City of Palm Coast Fire Department has determined it has the operational capacity to provide temporary, emergency coverage utilizing its C-Shift personnel and apparatus on an every-third-day rotation for a fixed four-week period without compromising public safety within Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast finds that entering into this Interlocal Agreement serves a vital municipal and public purpose beneficial to the residents of both jurisdictions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the “Interlocal Agreement Between the City of Palm Coast and the City of Flagler Beach for Temporary Fire Rescue Assistance,” a copy of which is attached hereto as Exhibit “A” and incorporated herein

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to negotiate, finalize, and execute the necessary documents.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast,
Florida, on this 2nd day of June 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Draft Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN CITY OF PALM COAST AND
CITY OF FLAGLER BEACH FOR
TEMPORARY FIRE RESCUE ASSISTANCE**

This Agreement, made and entered into on June __, 2026, by and between the CITY OF PALM COAST (hereinafter referred to as “COPC”), whose address is 160 Lake Avenue, Palm Coast, FL 32164 and the CITY OF FLAGLER BEACH (hereinafter referred to as “COFB”), whose address is 105 South 2nd street, Flagler Beach, FL 32136 and hereby agrees to the following:

WITNESSETH:

WHEREAS, the City of Palm Coast and the City of Flagler Beach are neighboring municipal corporations organized and existing under the laws of the State of Florida, and both maintain full-time fire departments capable of providing fire suppression and emergency medical services (EMS); and

WHEREAS, the Parties are authorized by Chapters 163 and 166, Florida Statutes, and other applicable laws to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services; and

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, allows local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage thereby providing services and facilities for the ultimate benefit of the citizens of City of Flagler Beach; and

WHEREAS, City of Palm Coast and the City of Flagler Beach have mutually cooperated and assisted each other in matters including fire protection and rescue services; and

WHEREAS, the City of Flagler Beach is currently experiencing a temporary staffing shortage within its fire department and requires short-term emergency response assistance to ensure continuous public safety coverage; and

WHEREAS, the City of Palm Coast Fire Department has the operational capacity to provide temporary, response-only shift coverage utilizing its C-Shift personnel and apparatus without compromising public safety within its own jurisdictional boundaries; and

WHEREAS, the City of Flagler Beach desires to contract with the City of Palm Coast for emergency response coverage on an every-third-day rotation for a fixed four-week duration, and has agreed to fully reimburse Palm Coast for the costs associated with providing such coverage; and

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree, and covenant as follows:

SECTION 1. CITY OF PALM COAST

The Palm Coast Fire Department ("PCFD") shall for the duration of this Agreement, agrees to provide emergency response coverage to the City of Flagler Beach Fire Department ("FBFD") exclusively on C-shift utilizing PCFD personnel and apparatus. PCFD personnel and units assigned under this Agreement shall be housed or stationed at the FBFD facility. This response coverage shall occur exclusively on an every-third-day rotation (24 hours active, 48 hours off duty), matching the established C-Shift calendar utilized by the FBFD. This specialized response coverage shall commence at 08:00 hours on _____ and shall automatically expire exactly four (4) weeks later at 08:00 hours on _____ ("The Coverage Period"), unless extended by written amendment executed by both City Councils or terminated early pursuant to the provisions herein. Upon arrival at an incident scene within Flagler Beach, responding PCFD units shall immediately integrate into the FBFD Incident Command System (ICS) and operate under the direction of the designated FBFD Incident Commander.

SECTION 2. CITY OF FLAGLER BEACH

COFB shall reimburse the City of Palm Coast for the actual, fully-burdened personnel and overtime costs incurred by providing the specialized C-Shift response coverage detailed in this Agreement. The total cost for this four-week agreement is based on a request totaling 720 staffing hours. The estimated total cost is \$54,000.00 (720 x \$75.00/hour). Flagler Beach's total payment under this agreement shall not exceed this amount without a written amendment. The first fifty percent (50%) of the estimated total, equaling \$27,000.00, shall be due and payable by the City of Flagler Beach to the City of Palm Coast exactly one (1) week from the effective date of this Agreement. The remaining fifty percent (50%), plus or minus any adjustments for actual hours worked, shall be invoiced by COPC upon expiration of the four-week coverage period.

SECTION 3. TERM OF AGREEMENT

The initial term of this Agreement shall be for four weeks (4) starting _____. (This Agreement will terminate on or before _____. The parties may extend this agreement by written amendment executed by both City Councils or terminated early pursuant to the provisions herein.

SECTION 4. LIABILITY

Each party shall be solely responsible for the negligent acts or omissions of its employees, volunteers, and agents which in any way relate to or arise out this Agreement. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or constitute a waiver by either party of its sovereign immunity or provisions of 768.28, Florida Statutes. This agreement does not create any relationship with, or any rights in favor of, any third party.

SECTION 5. SOVEREIGN IMMUNITY

Both Parties are political subdivisions as defined in §768.28, Florida Statutes, as amended from time to time, and nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything included herein be construed as a consent to be sued by third-parties in any matter arising out of this Agreement or any other contract

SECTION 6. NOTICES

Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance herewith.

Notices shall be given as follows:

CITY OF PALM COAST:

City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

CITY OF FLAGLER BEACH:

City Manager
City of Flagler Beach
105 South 2nd Street
Flagler Beach, FL 32136

SECTION 7. GOVERNING LAW

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

SECTION 8. PUBLIC RECORDS

The parties specifically acknowledge this Agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

SECTION 9. DEFAULT

Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party a reasonable time to cure such defaults.

SECTION 10. ASSIGNMENT

This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligation to any other party.

SECTION 11. CONFLICT OF INTEREST

The parties agree they shall not engage in any action which would create or cause a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government or create or cause a violation of said provisions of law by an officer, employee or agent of either party.

SECTION 12. INTERPRETATION

COPC and the COFB agree all words, terms and conditions contained herein are to be read in concert, each with the other, and a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement is the result of a *bona fide* arms length negotiation between COPC and COFB, and all parties have contributed substantially and materially to the preparation of the Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof. All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 13. FORCE MAJEURE

The obligations of the parties hereunder shall be subject to the concept of *force majeure*. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar

nature, the parties shall be excused from their obligations herein until the cause or causes thereof have been remedied.

SECTION 14. EFFECTIVE DATE

This Agreement shall take effect when COPC and the COFB have fully executed this Agreement by their duly authorized representatives, and it is recorded in the Official Records of Flagler County, Florida.

SECTION 15. DISCLAIMER OF THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party to this Agreement.

SECTION 16. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Agreement.

SECTION 17. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

SECTION 18. MODIFICATION

This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the parties to this Agreement.

SECTION 19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document. In Witness Whereof, the parties hereto have caused this Agreement to be executed as written above.

CITY OF PALM COAST

ATTEST:

BY: _____
MIKE NORRIS, MAYOR

KALEY COOK, CITY CLERK

Date: _____

Approved as to form and legality for

MARCUS DUFFY, CITY ATTORNEY

CITY OF FLAGLER BEACH:

PATTI KING, MAYOR

DATE

Approved as to form:

D. ANDREW SMITH
CITY ATTORNEY

DATE

City of Palm Coast, Florida Agenda Item

Agenda Date: June 2, 2026

Agenda Item: G.3

Department CITYWIDE Division CITYWIDE	Amount OVER \$50K Org/Account # MULTIPLE
Subject: RESOLUTION 2026-XX APPROVING THE VOLUSIA COUNTY ITB NO. 25-B-43JS PIGGYBACK CONTRACT WITH HALIFAX PAVING, INC., FOR ASPHALTIC CONCRETE SUPPLY AND PLACEMENT	
Presenter: Matthew Mancill, Director of Public Works	
Attachments: 1. Resolution 2. Draft Contract	
Background: Council Priority: D. Sustainable Environment & Infrastructure The City of Palm Coast's Public Works department is seeking approval to piggyback the Volusia County ITB No. 25-B-43JS contract with Halifax Paving, Inc., for asphaltic concrete supply and placement. This item utilizes a piggyback contract, allowing the City to adopt competitively solicited agreements established by other governmental entities. This method reduces administrative burden, accelerates procurement timelines, and provides access to pre-negotiated pricing, terms, and vendor performance standards. All piggyback contracts are reviewed by the City Attorney to ensure legal sufficiency and compliance with applicable laws. When the original contract originates from an agency outside the State of Florida, the City incorporates necessary provisions to ensure conformity with Florida law and local procurement requirements. This approach maintains compliance with state purchasing standards while promoting cost efficiency and enabling staff to focus on core service delivery. The piggybacked contract will be effective from the approved date through March 7, 2028, with two additional one-year renewals. Purchases will be made on an as needed basis using budgeted funds appropriated by the City Council.	
Recommended Action: ADOPT RESOLUTION 2026-XX APPROVING VOLUSIA COUNTY ITB NO. 25-B-43JS PIGGYBACK CONTRACT WITH HALIFAX PAVING, INC., FOR ASPHALTIC CONCRETE SUPPLY AND PLACEMENT	

**RESOLUTION 2026-
ASPHALTIC CONCRETE SUPPLY AND PLACEMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE VOLUSIA COUNTY ITB NO. 25-B-43JS CONTRACT WITH HALIFAX PAVING, INC., FOR ASPHALTIC CONCRETE SUPPLY AND PLACEMENT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Halifax Paving, Inc., has expressed a desire to provide asphaltic concrete supply and placement to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Volusia County ITB No. 25-B-43JS contract with Halifax Paving, Inc., for asphaltic concrete supply and placement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between Volusia County and Halifax Paving, Inc. for asphaltic concrete supply and placement as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Piggyback Agreement for changes totaling less than \$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute

amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 2nd day of June 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Draft Piggyback Contract with Halifax Paving, Inc.



City Attorney Review

Signed by:
Marcus Duffy
A9059FA5D9FD417...



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Halifax Paving, Inc.
Bid/Contract Ref # Asphaltic Concrete Supply and Placement
Agency Name: Volusia County ITB No. 25-B-43JS
Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2026- City Council Approval Date: _____
Contract Term End Date 3/7/2028
Renewable Y/N Y If yes # and length of renewals: Two (2) Additional, 1-year Renewals
City's Project Manager(s) Marvin Calderon

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Volusia County Agreement for Asphaltic Concrete Supply and Placement as needed.

Approvals:

Responsible Dept. Director _____	Date: _____
City Finance _____	Date: _____
City Attorney _____	Date: _____
City Manager _____	Date: _____

Vendor Name and Email Joseph Durrance joey@halifaxpaving.net



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Halifax Paving, Inc.
Attn: Joseph Durrance
814 Hull Road
Ormond Beach, FL 32174

RE: Engagement Letter Authorizing Piggyback

Asphaltic Concrete Supply and Placement

Contract Name

Volusia County ITB No. 25-B-43JS

Contract Reference

Dear Joseph,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

Christinne Foschaar

Christinne Foschaar
Procurement Coordinator
cfoschaar@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print: Michael McGlothlin

Title: City Manager

Date: _____

HALIFAX PAVING, INC.

DocuSigned by:

By: Joseph Durrance
993686C48ADD436
(Authorized Signatory)

Print Name: Joseph Durrance

Title: CEO

Date: May 8, 2026 | 5:54 AM PDT

ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”

2. Prohibition against considering social, environmental, political, or ideological interests in government contracting

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. Scrutinized Companies

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. Public Records.

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1) (a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY's custodian of public records, provide 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, F.S. or as otherwise provided by law; and
7. 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 the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

9. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

10. **Sovereign Immunity**

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. Taxes

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

By: _____

Print: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER

DocuSigned by:
By: Joseph Durrance
993585C48AD04381 (Authorized Corporate Officer)

Print Name: Joseph Durrance

Title: CEO

Date: May 8, 2026 | 5:54 AM PDT

In Process

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual’s Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

HALIFAX PAVING, INC. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Joseph Durrance

Title: CEO

Signature: DocuSigned by:
Joseph Durrance
993585C48ADD436...

Date: May 8, 2026 | 5:54 AM PDT

E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

In Process

ATTACH NOTARIZED AFFIDAVIT HERE



ATTACH PROOF OF REGISTRATION HERE



CONTRACTOR E-VERIFY AFFIDAVIT

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

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

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

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____



FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

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

Date: _____

Signed: _____

Entity: _____

Name:

Title:

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2025, by _____.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____

OR Produced Identification _____

Type of Identification Produced _____

INVITATION FOR BID
25-B-43JS
ASPHALTIC CONCRETE SUPPLY AND PLACEMENT

County of Volusia
123 W. Indiana Ave.
DeLand, FL 32720

In Process



RELEASE DATE: January 15, 2025

DEADLINE FOR QUESTIONS: February 6, 2025

RESPONSE DEADLINE: February 20, 2025, 3:01 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/volusia>

County of Volusia
INVITATION FOR BID
Asphaltic Concrete Supply and Placement

I. Introduction.....

II. Special Terms and Conditions

III. General Terms and Conditions.....

IV. Insurance Requirements

V. Scope of Work

VI. Pricing Proposal

VII. Vendor Questionnaire.....

VIII. Definitions

In Process

Attachments:

- A - Exhibit II - Insurance Requirements , 25-B-43JS
- B - Federal_Contract_Provisions, Asphaltic Concrete and Placement_25-B-43JS

Invitation For Bid #25-B-43JS

Title: Asphaltic Concrete Supply and Placement

1. Introduction

1.1. Summary

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids for Contractor(s) to supply asphaltic concrete, place asphaltic concrete, and provide associated road construction services for the County of Volusia, Florida. The Master Agreement(s) resulting from this ITB may be used by all Departments on an as-needed basis. There is no guarantee of any minimum expenditure by the County.

1.2. Contact Information

Jalene Serwanski

Procurement Analyst II

123 W Indiana Ave, Room 302

DeLand, FL 32720-4608

Email: jserwanski@volusia.org

Phone: [\(386\) 626-6622](tel:(386)626-6622)

Department:

Road and Bridge

1.3. Timeline

Release Solicitation Date	January 15, 2025
Question Submission Deadline	February 6, 2025, 11:59pm
Proposal Submission Deadline	February 20, 2025, 3:01pm
Solicitation Opening Date/Time	February 20, 2025, 3:01pm Microsoft Teams meeting Join on your computer, mobile app or room device https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 213 233 692 064 Passcode: gPYNoU Or call in (audio only) +1 386-456-3387,,628672925# United States, Daytona Beach Phone Conference ID: 628 672 925#

2. Special Terms and Conditions

Invitation For Bid #25-B-43JS

Title: Asphaltic Concrete Supply and Placement

2.1. Closing Date and Pre-Solicitation Conference

A. Invitation to Bid (ITB) Closing Date
Response must be received through the County's [eProcurement Portal](#) before 3:01 pm on Thursday, February 20, 2025. Responses received after this time will not be considered.

B. No Pre-solicitation Conference will be held.

2.2. Authorized Official

The Invitation to Bid (ITB) response and all required forms must be submitted/signed by an official authorized to legally bind the Respondent to all Invitation to Bid (ITB) provisions. A Memorandum of Authority may be submitted, to document that the individual is authorized to commit the firm to a contract.

2.3. Definition of Responsive and Responsible for this Solicitation

Each Response shall be evaluated for conformance as responsive and responsible using the following criteria:

1. Proper submittal of ALL documentation as required by this Invitation to Bid (ITB). (Responsive)
2. The greatest benefits to Volusia County as it pertains to: (Responsible)
 - 2.1. Total Cost; Lowest Line Item per item
 - 2.2. Delivery; See Section 4.0
 - 2.3. Past Performance. In order to evaluate past performance, all Respondents are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this Solicitation. The County of Volusia shall not be listed as a reference;
 - 2.4. All technical specifications associated with this Invitation to Bid (ITB);
 - 2.5. Any other criteria that may be specific to your Invitation to Bid (ITB), not necessarily everything specified here.

Financial Stability: All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Respondents are reminded that award may not necessarily be made to the lowest Response. Rather, award will be made to the most responsive, responsible, Respondent whose Response represents the best overall value to the County when considering all evaluation factors.

2.4. Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

2.5. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all

Invitation For Bid #25-B-43JS

Title: Asphaltic Concrete Supply and Placement

products or services ordered.

2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice. By submitting a Response to the County of Volusia, Florida, the Respondent expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.6. Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.7. Price Redeterminations

Once each year during the term of the Agreement, including any extension or renewal periods thereof, the awarded Respondent may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Agreement (i.e., the calendar day and month when the Agreement became effective) and only after the Agreement has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

2.8. Basis for Price Redeterminations

The awarded Respondent may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the Invitation to Bid (ITB) opens. The base index number for the PPI will be for the month the Invitation to Bid (ITB) opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the awarded Respondent's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

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2.9. Wage Price Redetermination.

When requesting a price redetermination based upon an increase in wage costs, the awarded Respondent shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor <https://stats.bls.gov/data/>. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price re-determination increases shall be granted only by reason of wage increases associated with the awarded Respondent's employees or subcontractors performing work or services pursuant to the Agreement.

Minimum Wage Price Redetermination. If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the awarded Respondent may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the awarded Respondent's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The awarded Respondent must increase the pay to the employee(s) by the amount the awarded Respondent has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the awarded Respondent will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The awarded Respondent must supply written documentation of any other increase that is beyond the scope and control of the awarded Respondent. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

Example: Minimum wage increases from \$7.31 to \$7.56 per hour. The awarded Respondent may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the awarded Respondent bills the County at a higher price according to any price redetermination granted by the County, and the awarded Respondent fails to increase the hourly rate paid to the employee for the same period, the awarded Respondent will be considered in Agreement default and the Agreement will be immediately terminated.

2.10. Fuel Price Redetermination

If/when the price of fuel increases by a minimum of ten (10%) percent, the awarded Respondent may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the awarded Respondent shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the awarded Respondent due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the awarded Respondent's operations in connection with the awarded Respondent's performance of the Agreement.

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2.11. Materials Price Redetermination

At the anniversary date of the Agreement, the awarded Respondent may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the awarded Respondent shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the awarded Respondent in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the awarded Respondent due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "PCU3241213241210141", as published by the Bureau of Labor Statistics.

2.12. Price Redetermination Calculation

All Price Redeterminations shall be calculated as follows:

Example: awarded Respondent indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI	\$200.50
Base index PPI	-\$179.20
PPI increase dollars	\$21.30
PPI increase percentage ($\$21.30 / \$179.20 = .1189$)	11.9%
Unit cost of the service is	\$100.00
30% of \$100.00 is directly attributed to the redetermination category	\$30.00
$\$30.00 \times 11.9\%$	\$3.57
New unit price for the product/service is ($\$100 + \3.57)	\$103.57

2.13. Expiration Upon Failure to Agree to Price Redetermination

If the County and the awarded Respondent cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the awarded Respondent's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the

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County, to award any remaining tasks thereunder to the next available most responsive and responsible Respondent.

2.14. Termination

- A. County may terminate this Agreement upon at least thirty (30) days prior written notice to awarded Respondent.
- B. Awarded Respondent may terminate this Agreement upon at least ninety (90) days prior written notice to County.
- C. Upon receipt of notice of termination by the County from awarded Respondent or upon delivery of notice of termination from the County to Contractor, awarded Respondent shall:
 1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;
 2. Inform County of the extent to which performance is completed;
 3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work/Services under the Agreement as is not terminated and with the prior approval of the County; and,
 4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the awarded Respondent under the orders and subcontracts so terminated.
- D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to awarded Respondent within forty five (45) days of receipt of invoice. Awarded Respondent shall invoice the County for any sums awarded Respondent claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- E. With the approval of the County and to the extent required by the County, the awarded Respondent shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, awarded Respondent shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.
- F. If awarded Respondent fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the awarded Respondent shall be liable to the County for any increased cost

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of the Project reasonably incurred by the County to complete the awarded Respondent's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the awarded Respondent prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.

- G. The right of termination provided to the County and the awarded Respondent herein shall be cumulative of all other remedies available at law.
- H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.15. New Material

- A. Unless otherwise provided for in this specification, the awarded Respondent represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the awarded Respondent believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the awarded Respondent shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section Revisions, Addenda, Questions & Answers. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.16. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the awarded Respondent cannot disclaim consequential or special damages related to the performance of this Agreement. The awarded Respondent shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

2.17. Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and awarded Respondent(s) shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

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2.18. Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and awarded Respondent(s) shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

3. General Terms and Conditions

3.1. Submission of Offers.

The County of Volusia is requesting proposals for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a proposal to provide this service and/or product(s), please provide the requested information in this solicitation, complete the included forms, and submit these documents with your response through OpenGov Procurement, at <https://procurement.opengov.com/portal/volusia>, by the date and time posted. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Respondent. Responses received after the posted date and time will not be considered. Additional information may be submitted with the response. No offer may be modified after acceptance. Terms and conditions differing from those in this solicitation may be cause for disqualification of the Response. Failure to provide the required information may result in the Response not being considered.

Do not submit confidential information, proprietary information and/or trade secrets.

3.2. Respondent's Responsibility.

The Respondent, by submitting a Response, represents that:

- A. The Respondent has read and understands the Solicitation in its entirety and that the Response is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. The Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Respondent will rely. If the Respondent receives an award because of its Response, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and,
- D. The Respondent will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

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3.3. Execution of Offer.

Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Respondent to the provisions therein. All spaces requesting information from the Respondent or asking a question of the Respondent shall be completed.

3.4. Opening.

Pursuant to Section 119.071, Florida Statutes, responses and the completed tabulation will be available for inspection within thirty (30) days of Solicitation opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to the County's [eProcurement Portal](#) for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Solicitation openings and public meetings may be attended either in person or remotely. Solicitation openings may be accessed remotely as described in the introduction timeline section of this Solicitation.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

3.5. Public Records Law.

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

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 AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1),

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Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the County 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, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

3.6. Confidential Information and Infringement

- A. Confidential Information and/or Trade Secret do not include the following:
 1. Information already known or independently developed the party in possession; or
 2. Information in the public domain through no wrongful act of the party in possession; or
 3. Information received by the party in possession from a third party who was free to disclose it; or
 4. Information regularly disclosed to third parties without restriction on disclosure; or
 5. Information required to be disclosed by law or an order of a court of competent jurisdiction.
- B. Confidential Information and Infringement. If Contractor is licensing, or developing software (including derivative works) for use by the County, Contractor grants County a perpetual, fully-paid, non-assignable, non-exclusive, royalty-free license to use Contractor's software deliverables developed or licensed under a Contract. Said license includes software owned by Contractor which is furnished under a Contract, for County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including without limitation the right to use such deliverable(s).
- C. If Contractor is licensing, providing or developing software, including derivative works for use by the County, Contractor agrees to protect and indemnify and hold harmless the County, its agents, elected officials and employees of the County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Contractor licensed applications provided under any software owned by Contractor and licensed to County or provided by Contractor for use thereof by the County, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.
 1. In addition to the foregoing indemnification provision, Contractor shall also take the following steps to assure that County can continually use the software which Contractor has directly licensed to County or provided for use thereof by the County in substantially the same manner delivered or subsequently enhanced or modified by:
 - a. Promptly replace the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or
 - b. Promptly modify the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing County's intended use of the Licensed Applications and/or Sublicensed Applications in any manner; or
 - c. Promptly procure the right for the County to continue to use the Licensed Applications and/or Sublicensed Applications without modification; and

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- d. Unless otherwise agreed by the parties, promptly shall mean for the purposes of this Section that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Contractor unless otherwise agreed by the Parties.
- D. In the event that Contractor does not enable the County to use that which Contractor has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of a Contract, Contractor shall be in material default of a Contract and subject to Termination.
- E. If Contractor is granting a license or develops software for the County under this Contract, it hereby warrants and represents that:
 1. Contractor is the sole owner of all right, title, and interest in and to the Contractor licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into a Contract and grant County a perpetual license; and
 2. No portion of any licenses or right granted to the County to use Contractor's software pursuant to the terms of the applicable software license contract of Contractor for any work performed under a Contract violates or is protected by right, title, interest or similar right of any third person or entity.

3.7. Clarification, Correction of Entry, Minor Irregularities.

The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of obvious mistakes. The County reserves the right to waive minor irregularities in Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Respondent an advantage or benefit not enjoyed by other Respondents.

3.8. Revisions, Addenda, Questions & Answers.

- A. It is incumbent upon each Respondent to carefully examine the specifications, scope of work/service, terms, and conditions of this Solicitation. The posting of answers through the County's [eProcurement Portal](#) is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this Solicitation shall be directed through the question and answer section of the County's eProcurement Portal.
- B. If it becomes necessary for the County to revise or clarify any part of this Solicitation it will be updated on the County's eProcurement Portal by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Respondent's responsibility to check the County's eProcurement Portal for any posted answers,

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and/or solicitation changes. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this Solicitation before submitting their Response. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date and time.

- C. Each answer issued by the County shall become a material part of this Solicitation. Answers posted by the County, and/or changes made to the Solicitation are authoritative and shall be considered an addendum to the Solicitation.
- D. All information in this Solicitation, including information provided through the Question & Answer feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.
- E. Questions and exceptions shall be submitted before 11:59 pm on Thursday, February 6, 2025. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

3.9. Incurring Expenses

The County has no obligation to make an award as a result of this Solicitation, nor shall the County be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a Response, or any cost or expense incurred by any Respondent prior to the execution of a Purchase Order or Contract/Agreement.

3.10. Disadvantaged Businesses.

The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged, minority, and/or women-owned firms.

3.11. Local Preference.

The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local preference ordinance. A Respondent or prime contractor which has a documented permanent location at least six (6) months prior to the Solicitation closing as stated in Volusia County Ordinance 2-269.5 in Brevard, Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Solicitation price or quote. A Respondent which is a prime contractor and is utilizing subcontractors, and the Solicitation price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-

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five thousand dollars (\$25,000.00) from the nearest competing Solicitation price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Respondents, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Respondent, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

3.12. Pricing.

Unless otherwise specified prices offered shall:

- remain firm for a period of at least ninety (90) days from the date of Solicitation opening, prior to award being made;
- include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery (for goods);
- include all expenses necessary to provide the service at the location specified (for services).

3.13. FOB Destination.

The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Solicitation Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

3.14. Payment Terms.

Unless otherwise stated in the Special Terms and Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74.

3.15. Unusual Costs.

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen

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by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

3.16. Additional Terms & Conditions.

The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in this Solicitation.

3.17. Taxes.

County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85- 8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Exemption" from the available menu screens to see a copy of the certificates.

3.18. Discounts.

All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement.

3.19. Meets/Minimum Specifications.

The specifications listed in the Scope of Work are the minimum required performance specifications for this Solicitation; they are not intended to limit competition nor specify any particular Respondent, but to ensure that the County receives quality services. The Respondent represents that all offers to this Solicitation shall meet or exceed the minimum requirements specified.

3.20. Brand Name or Equal.

If items requested by this Solicitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Respondent clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Respondent proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Respondent. The Purchasing and Contracts Division is not responsible for locating or securing any

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information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To ensure that sufficient information is available the Respondent shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Respondent proposes to furnish and what the County would be binding itself to purchase by making an award.

3.21. Samples.

When required, samples of products shall be furnished with Response to the County at no charge. Samples may be tested and will not be returned to the Respondent. The result of any and all testing shall be made available upon written request.

3.22. Silence of Specifications.

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

3.23. Change in Scope of Work/Service.

- A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.
- B. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this solicitation for which requirements were not known when the Solicitation was released.

3.24. Governing Laws/Venue.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida without giving effect to the choice of law principles thereof. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

3.25. Assignment.

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written agreement in a form and substance specified by the County in its sole discretion; the County Manager may execute such agreement on behalf of the County. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

3.26. Content of Solicitation/Response.

The contents of this Solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this Solicitation shall supersede the requirements as specified in the *General Terms and Conditions* and/or *Special Terms and Conditions* section(s) of this Solicitation.

3.27. Contract.

The contents of this Solicitation and all provisions of the successful proposal deemed pertinent by the County may be, at the sole discretion of the County, incorporated into an Agreement and become legally binding on the selected Respondent. The content of the Agreement may contain changes as a result of the Solicitation process and the content of the submittal received. The Contract shall, at minimum, include the substantive terms and conditions as outlined in the Solicitation and be subject to review by the County attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and may contain those additional terms and conditions that the County deems in its best interest.

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- A. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designees are authorized to make changes to any contract.
- B. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the Respondent should promptly contact the Purchasing Office at 386-736-5935.

3.28. Disclosure of Response Content.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Solicitation. Selection or rejection of any Response does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

3.29. Limitation of Liability/Indemnification.

The Contractor shall indemnify, defend, and hold harmless the County including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status and the State of Florida, including its officers and employees, from and against all 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 the Contractor or its subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor's obligations or services under this Agreement. Such obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person describe in this Agreement.

In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

Indemnification for Grant Funded Projects. For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

In all claims against FDEM or US, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

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3.30. Payment of Subcontractors

Contractor shall save and hold the County harmless from any and all claims or actions by their Subcontractor(s) for payment of monies such Subcontractor claims to be owed by Contractor for Work performed under a Contract. Nothing in a Contract shall create any obligation on the part of the County to pay directly to any Subcontractors any monies due for Work performed under a Contract.

3.31. Infringement Claim.

For all licensed software or derivate works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

3.32. Sovereign Immunity.

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3.33. Compliance with Federal E-Verify Regulations.

Contractor covenants and agrees to the following provisions, as required by law:

- A. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
- B. Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractors)

on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.

- C. In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. Contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the Agreement. If the County has a good faith belief that a subcontractor knowingly violated the requirements set forth in this Section or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this Section and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this Agreement.
- D. If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section, Contractor shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.

3.34. Public Entity Crimes.

Pursuant to paragraph 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

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By entering into this Agreement, the Contractor represents and warrants that it is not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes.

3.35. Patents, Copyright, and Royalties.

The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

3.36. Use of County Logo.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this Solicitation permits or shall be construed as authorizing Respondent to use or display County's Intellectual Property on Respondent's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any Response.

3.37. Training.

Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this Invitation to Bid (ITB).

3.38. Acceptance.

Products purchased as a result of this Solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor.

3.39. Safety Warranty.

Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

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3.40. Safety.

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

3.41. Warranty.

The Respondent agrees that, unless otherwise specified, the product and/or service furnished as a result of this Solicitation and award thereto shall be covered by the most favorable commercial warranty the Respondent gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the Solicitation/offer.

3.42. Award of Solicitation.

The County reserves the right to award the Agreement to the Respondent(s) that the County deems to offer the lowest/most responsive and responsible Response(s), as detailed in this solicitation. The County is therefore not bound to accept a Response based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this Solicitation, to reject any/all Responses, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting/rebidding when Responses exceed budget and the County must change the Solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the Solicitation.

3.43. Other Agencies.

All Contractors awarded Agreements from this Solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

3.44. County Facilities.

County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

3.45. Licenses, Certificates, and Permits.

- A. The County reserves the right to require proof that the Respondent is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at www.sunbiz.org, AND;
- B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.
- C. If a license is required, the Respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Respondent shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
- D. If applicable, the Respondent shall have a current professional registration certificate from the appropriate governing board. The Respondent must be properly registered at the time of its submittal to practice their profession in the State of Florida.
- E. At time of Solicitation submittal, Respondent shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Respondent proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Solicitation submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Respondent's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

3.46. Records & Right to Audit.

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the

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requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

3.47. Claim Notice.

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida

Human Resources/Risk Management Division

Address: 125 W. New York Avenue, Suite 141

DeLand, Florida 32720

Telephone: 386-736-5963

Fax: 386-822-5006

3.48. Waiver of Claims.

Once the Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning the Agreement.

3.49. Compliance with Laws and Regulations.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under the Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that:

- The County shall not request documentation of or consider a vendors social, political or ideological interests when determining if the vendor is a responsible vendor: and
- The County may not give preference to a vendor based on the vendors social, political or ideological interests.

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3.50. For Internet/Web Services.

For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.1 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.1 AA, for online or internet Services or products.

3.51. Scrutinized Companies-FL Statute Section 287.135 and 215.473.

Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit certification. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

3.52. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

3.53. Modifications Due to Public Welfare or Change in Law.

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as

referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

3.54. Right to Require Performance.

- A. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

3.55. Force Majeure.

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

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- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

3.56. Contractor's Personnel.

During the performance of the Agreement, the Contractor agrees to the following:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- C. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;
- D. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;
- E. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
- F. The Contractor shall include the provisions of the foregoing paragraphs A, B, C, D, and E, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;
- G. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;
- H. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the

course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and

- I. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

3.57. County/Contractor Relationship.

- A. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.
- B. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
- C. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.
- D. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

3.58. Disqualification of Respondents.

- A. One (1) Response: Only one (1) Response from an individual firm, partnership or corporation under the same or under a different name will be considered. If a Respondent submitted more than one (1) Response for the work involved, all Responses submitted from such Respondent will be rejected.

- B. **Collusion among Respondents:** If it is believed that collusion exists among the Respondents, the Responses of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

3.59. Debarment: Purpose and Intent.

The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to debarment may be found at:

<https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

3.60. For purposes of this Solicitation and evaluation of responses hereto the following shall apply:

Unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

3.61. Dispute Resolution.

- A. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.
- B. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

- C. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated in Figure 1 below.
- D. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.
- E. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

Figure 1:

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Sr. Vice President of Sales	Director of Purchasing and Contracts
20	Contractor's COO or President	Deputy County Manager

3.62. Authorized Signatory.

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed, is authorized to execute contracts/agreements with the County of Volusia, and that submitting a Response via the County's eProcurement Portal shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Response electronically, the Authorized

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Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by the County of Volusia.

3.63. Acknowledgement of Solicitation Tabulation.

All responses accepted by the County of Volusia are subject to the County's Terms and Conditions. Any and all additional Terms and Conditions submitted by Respondent(s) are rejected and shall have no force and effect. Responses from the respondent(s) listed on the tabulation are the only responses received timely as of the closing date and time. All other responses submitted in response to the solicitation, if any, are rejected as late.

4. Insurance Requirements

4.1. Required Types of Insurance.

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

The policy limits for all required policies in the Required Types and Limits of Insurance Chart shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in the Solicitation and/or Contract documents.

4.2. Subcontractors and Independent Contractors.

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described in this Solicitation.

4.3. Claims Made Basis Insurance Policies.

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting

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Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

4.4. Risk Retention Groups and Pools.

Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

4.5. Minimum Required Policies and Limits.

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

4.6. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis.

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

4.7. Disposal of Materials.

If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

4.8. Workers' Compensation.

Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation

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insurance in accordance with Florida Worker's Compensation law. The PEO shall endorse its workers compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

4.9. Commercial General Liability Insurance.

The Contractor shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent contractors, and Subcontractors protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds.

For construction related projects, County shall be added as additional insured to Contractor's policy by both ISO Endorsements CG 20 38 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalents. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38 and CG 20 37, or their equivalents.

For non-construction projects, Contractor shall add County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County has agreed by separate contract to require Contractor to name another party

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as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

4.10. Motor Vehicle Liability.

The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of no less than the amounts shown in the Required Types and Limits of Insurance Chart for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles). The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart. If Motor Vehicle Liability is by endorsement to another policy required in the Required Types and Limits of Insurance Chart, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in the Required Types and Limits of Insurance Chart, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.

4.11. Primary and Excess Coverage.

Any insurance required may be provided by primary and excess insurance policies.

4.12. General Insurance Requirements.

- A. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- B. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- C. **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- D. **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to

the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

- E. **Cancellation Notices.** During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

F. **Deductibles and Self-Insured Retentions.**

1. Contractors that maintain and administer a self-insured retention or a large deductible formal program exceeding the insurance requirements listed in the Required Types and Limits of Insurance Chart to fund either program may submit an exception request in accordance with the solicitation section detailing Revisions, Addenda, Questions & Answers to be considered for this solicitation. The request must include a summary of the program's design and funding method to manage fund deductibles or self-insured retentions. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.
 2. Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered.
 3. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.
- G. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

4.13. Proof of Insurance.

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all required policies and any changes, endorsements, or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to and any time after the commencement of any contractual

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obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or copies of any insurance policies required hereunder are not provided to the County upon request.

- C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
- D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement, but County has no obligation to renew any policies.
- E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

4.14. Provide Proof of Insurance.

Provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy of the notice with the response.

5. Scope of Work

5.1. PURPOSE

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids for Contractor(s) to supply asphaltic concrete, place asphaltic concrete, and provide associated road construction services for the County of Volusia, Florida. The Master Agreement(s) resulting from this ITB may be used by all Departments on an as-needed basis. There is no guarantee of any minimum expenditure by the County.

5.2. TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1. The work performed under this Contract and all materials used shall conform to the Florida Department of Transportation (FDOT) Standard Specifications for Road and

Bridge Construction, Division II and III, and the Standard Plans for Road Construction, latest editions.

2. Supplied Type SP-9.5 and Type SP-12.5 asphaltic concrete for pickup and delivery shall be in accordance with FDOT Standard Specification for Road and Bridge Construction, latest edition, Section 320 HOT MIX ASPHALT PLANT METHODS AND EQUIPMENT and Section 330 HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS. Orders to pick up material will be placed by county official, weekdays by 4:00 p.m. for pick up the following business day. Orders to deliver material will be placed by a county official 48 hours in advance for delivery to a designated location within Volusia County. The Contractor shall issue a ticket showing the date, ticket number, material type, and weight of material when the County receives the order. For material being picked up, the county truck number shall be included on the ticket and the county's truck driver shall be required to sign the ticket for each load as this signed ticket must be submitted with the Contractor's invoice. Pricing for delivered asphaltic concrete is per ton and FOB Destination.
3. Placed asphaltic concrete Types SP-9.5, SP-12.5, FC-9.5 with 76-22 modified polymer, and FC-12.5 with 76-22 modified polymer shall meet all specifications within FDOT Standard Specifications for Road and Bridge Construction, latest edition, Section 330 HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS, Section 334 SUPERPAVE ASPHALT CONCRETE, Section 337 ASPHALT CONCRETE FRICTION COURSE, and include, but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction and application procedures necessary for all plant-mixed hot bituminous pavements and bases. Pricing for placed asphaltic concrete is per ton.
4. A tack coat shall be installed prior to the installation of the new asphaltic concrete. The tack coat surface shall be kept free of traffic until the asphalt has been placed. The Contractor shall ensure that the tack coat is only applied to an area that will receive the asphalt layer within the same day's operation. The tack coat shall only be applied to one lane of traffic at a time, and shall not exceed one (1) mile, unless otherwise determined by the county's project manager. The tack coat shall be placed in accordance with the FDOT Standard Specification for Road and Bridge Construction, Section 300 PRIME AND TACK COATS. The cost for tack coat shall be included in the price for placing new asphaltic concrete.
5. Milling shall conform to the FDOT Standard Specifications for Road and Bridge Construction, latest edition, Section 327 MILLING OF EXISTING ASPHALT PAVEMENT. Milling operations shall include, but is not limited to materials, labor,

- equipment, traffic control, striping, placement of signs, sodding, erosion and sedimentation control, and any construction and application procedures necessary to remove existing asphalt pavement by milling to improve the rideability of the finished pavement, to lower the finished grade adjacent to the existing curb before resurfacing, or to remove existing pavement altogether. The hauling of millings and their ownership shall be the responsibility of the Contractor. Pricing for milling existing surfaces is per square yard (SY).
6. Striping and pavement markings provided shall include, but is not limited to materials, labor, equipment, traffic control, placement of signs and any construction and application procedures required for the placement of striping/pavement markings. This work includes temporary and permanent reflective paint, thermoplastic, and reflective pavement markings. Contractor shall complete temporary paint striping application immediately after paving completion. All work and material shall conform to FDOT Standard Specifications for Road and Bridge Construction, latest edition, Section 710 PAINTED PAVEMENT MARKINGS, and Section 711 THERMOPLASTIC PAVEMENT MARKINGS. Coordination for the striping with the pavement maintenance shall be the responsibility of the Contractor. Pricing for pavement markings is per linear feet (LF) or each (EA) as indicated on the pricing sheet included in the solicitation.
 7. Any material not meeting the specifications limits shall be removed and replaced as determined by the county's project manager at the Contractor's expense. The county may elect to provide an inspector in the plant during production and/or obtain bulk samples in the field.
 8. All roadways to be resurfaced shall have the vegetation from the edge of pavement cut back and removed prior to placement of the new asphaltic concrete. The area shall include any vegetation existing on the surface of the pavement and shall extend six (6) inches past the edge of the pavement. It shall be the responsibility of the Contractor to remove any excess materials created by this operation. Any damage as resulting from excessive removal of these materials shall be repaired promptly by the Contractor.
 9. Contractor shall provide pricing for the delivery of screened sand at a designated location within Volusia County to be used for paving operations. Deliveries shall have the load weight verified at the FOB Origin with required load ticket submitted to the county's project manager or designee that indicates the date, ticket number, material type, and weight of material when the County receives the order. Pricing for delivered screened sand is per ton and FOB Origin.

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6. Pricing Proposal

ASPHALTIC CONCRETE SUPPLY - PICK UP BY COUNTY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete for pick up	1	TON		
2	SP-12.5 asphaltic concrete for pick up	1	TON		

ASPHALTIC CONCRETE - DELIVERED

Pricing for delivered asphaltic concrete is per ton and FOB Destination.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete delivered	1	TON		
2	SP-12.5 asphaltic concrete delivered	1	TON		

ASPHALTIC CONCRETE - PLACED BY CONTRACTOR

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete placed < 500 tons	1	TON		
2	SP-9.5 asphaltic concrete placed >= 500 tons	1	TON		
3	SP-12.5 asphaltic concrete placed < 500 tons	1	TON		
4	SP-12.5 asphaltic concrete placed >= 500 tons	1	TON		
5	FC-9.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	FC-9.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON		
6	FC-12.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON		
7	FC-12.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON		

MILLING OF EXISTING SURFACES

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Milling<5,000 SY	1	SY		
2	Milling>=5,000 SY	1	SY		

PAVEMENT MARKINGS

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	6" yellow or white pavement markings - painted	1	LF		
2	12" yellow or white pavement markings - painted	1	LF		
3	18" yellow or white pavement markings - painted	1	LF		
4	24" yellow or white pavement markings - painted	1	LF		
5	Pavement message - painted	1	EA		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	Arrow - painted	1	EA		
7	6" yellow or white pavement markings - thermoplastic	1	LF		
8	12" yellow or white pavement markings - thermoplastic	1	LF		
9	18" yellow or white pavement markings - thermoplastic	1	LF		
10	24" yellow or white pavement markings - thermoplastic	1	LF		
11	Pavement message - thermoplastic	1	EA		
12	Arrow - thermoplastic	1	EA		

MISCELLANEOUS

Pricing for delivered screened sand is per ton and FOB Origin.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sand, screened, delivered	1	TON		

7. Vendor Questionnaire**7.1. Acknowledgements****7.1.1. *Acknowledgment****

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract,

Invitation For Bid #25-B-43JS

Title: Asphaltic Concrete Supply and Placement

Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

☐ Yes

☐ No

*Response required

*7.1.2. Scope of Services Acknowledgement**

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

☐ Yes

☐ No

*Response required

*7.1.3. By checking yes, the vendor agrees to comply with the E-Verify requirements as described in this section.**

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

☐ Yes

☐ No

*Response required

*7.1.4. Registration on SAM.gov**

For any federally funded project, bidder agrees to register on SAM.gov if awarded a contract under this solicitation.

☐ Yes

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

☐ No

*Response required

7.1.5. Insurance Acknowledgement*

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

☐ Yes

☐ No

*Response required

7.1.6. Drug-Free Workplace*

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

☐ Yes

☐ No

*Response required

7.1.7. Name and Title of Authorized Agent of the Respondent*

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

*Response required

7.1.8. Conflict of Interest*

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

☐ Yes

☐ No

*Response required

When equals "Yes"

*7.1.9. Enter explanation of the conflict of interest as indicated above. **

*Response required

*7.1.10. Do you or any owner(s), principal(s), or officer(s) of your firm currently serve on any Volusia County board(s) or committee(s)?**

☐ Yes

☐ No

*Response required

When equals "Yes"

*7.1.11. If you indicated YES to Volusia County board/committee question above...**

Please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

*Response required

7.2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

*7.2.1. By checking yes, the Respondent agrees to comply with the submittal bond requirements as described in this section above.**

☐ Yes

☐ No

*Response required

7.3. Public Entity Crime

*7.3.1. Public Entity Crime Acknowledgement**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public

Invitation For Bid #25-B-43JS

Title: Asphaltic Concrete Supply and Placement

building or public work, may not submit Submittal Package (Bid Response) 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 (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

☐ Yes

☐ No

*Response required

7.4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

7.4.1. *Acknowledgment Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Yes

☐ No

*Response required

Invitation For Bid #25-B-43JS

Title: Asphaltic Concrete Supply and Placement

When equals "No"

*7.4.2. Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

*Response required

7.5. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it 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 it is found to have been engaged in business operations in Cuba or Syria.

*7.5.1. By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.' **

☐ Yes☐ No

*Response required

7.6. Forms/Documentation

7.6.1. *Bid Submittal Form **

Please download the below documents, complete, and upload.

- [Volusia Bid Submittal Form.pdf](#)

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

*Response required

7.6.2. Memorandum of Authority

If the Authorized Signatory identified in Section 1.11 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

7.6.3. W-9*

Please attach current W-9 Form

*Response required

7.6.4. Proof of Insurance *

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

*Response required

7.6.5. Hold Harmless Agreement

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- [Volusia Hold Harmless Agree...](#)

7.6.6. Professional Certification/Licenses*

Respondent and their Subconsultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their Subconsultants/Subcontractors shall submit with their submittal, copies of their professional license.

Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

*Response required

7.6.7. Florida Department of State, Division of Corporations' Detail by Entity Name Report *

Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

*Response required

7.6.8. Certification Affidavit by Prime Contractor as Local Business*

Certification Affidavit by Prime Contractor as Local Business

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

☐ Yes

☐ No

In Process

*Response required

7.6.9. Certification Affidavit of Subcontractor as Local Business *

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

☐ Yes

☐ No

*Response required

7.6.10. Prohibition Against Contingent Fees*

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee

Invitation For Bid #25-B-43JS

Title: Asphaltic Concrete Supply and Placement

working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Conting...](#)

*Response required

7.6.11. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes*

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- [Volusia Human Trafficking A...](#)

*Response required

7.7. Additional Information

7.7.1. Delivery and/or availability*

Please provide your delivery and/or availability timeframe:

*Response required

7.7.2. Do you accept electronic funds transfer (EFT)? *

☐ Yes

☐ No

*Response required

When equals "Yes"

7.7.3. If YES to EFT question above, provide percentage: *

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

*Response required

7.7.4. Payment Terms *

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

*Response required

7.7.5. Where is the location of the Contractor's Asphalt Plant?*

*Response required

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

7.7.6. Please submit your total number of employees. *

*Response required

7.7.7. Are you a sole proprietor? *

☐ Yes

☐ No

*Response required

7.7.8. Fuel Redetermination *

The following information is required in order to be considered for a future price redetermination for fuel.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

*Response required

7.7.9. Which fuel type does your firm use primarily: *

☐ diesel fuel

☐ gasoline

☐ other

*Response required

7.7.10. Wage Redetermination *

The following information is required in order to be considered for a future price redetermination for wages.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

*Response required

7.7.11. Materials Redetermination *

The following information is required in order to be considered for a future price redetermination for materials.

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

*Response required

7.7.12. *References **

Please download the below documents, complete, and upload.

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate.

Unless specifically asked by the County, the County of Volusia shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Consultant's qualification for the scope of services.

- [References Form\(492427\).pdf](#)

*Response required

8. Definitions

As used in this document, the following terms shall have the meanings set forth below:

8.1. Agreement:

Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

8.2. Agreement Administrator:

The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

8.3. Constitutional Officers:

Shall mean, collectively, the Clerk of the Circuit Court of Volusia County, Volusia County Property Appraiser, Volusia Sheriff's Office, Volusia County Supervisor of Elections, and Volusia County Tax Collector.

Invitation For Bid #25-B-43JS

Title: Asphaltic Concrete Supply and Placement

8.4. Contractor:

That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a Bid or proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.

8.5. Contractor's Project Manager:

The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

8.6. County:

Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

8.7. County's Project Manager(s):

The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

8.8. Day:

The word "day" means each calendar day or accumulation of calendar days.

8.9. Director:

The Director of Purchasing and Contracts for the County of Volusia, Florida.

8.10. Master Agreement:

The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

8.11. Person or Persons:

An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

8.12. Preference:

The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

8.13. Protest:

See process at www.volusia.org/purchasing.

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

8.14. Purchase Order:

The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

8.15. Respondent:

That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the Solicitation.

8.16. Response:

A Contractor's offer to the County in response to an invitation to the Solicitation issued by a purchasing authority.

8.17. Solicitation:

This document used to obtain bids or proposals for the purpose of entering into a Contract for certain goods and/or services from the Respondent.

8.18. Subcontractor:

A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.



COUNTY OF VOLUSIA, FLORIDA

TERMS AND CONDITIONS: ALL SUBMITTALS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE RESPONDENT ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. SOLICITATION DOCUMENTS FROM THE RESPONDENT LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER SOLICITATION DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE

RECOMMENDATION OF AWARD

SOLICITATION NUMBER: **25-B-43JS**
 SOLICITATION TITLE: **ASPHALTIC CONCRETE SUPPLY AND PLACEMENT**
 SOLICITATION CLOSING DATE: **February 20, 2025** TIME: **3:00PM**

RESPONSE 1 HALIFAX PAVING, INC. 870 Hull Road Ormond Beach, FL 32174 Tyler Kirton EMAIL: estimating@halifaxpaving.et	RESPONSE 2 ICON CONSTRUCTION ENTERPRISE LLC D/B/A ASPHALT ICONS 1293 N County Rd 426, Suite 117 Oviedo, FL 32765 Kyle Schwinden EMAIL: Kyle@asphalticons.com	RESPONSE 3 MASCI GENERAL CONTRACTOR, INC. 5742 S Ridgewood Avenue Port Orange, FL 32127 Heather Knight EMAIL: masciestimate@mascigc.com
RESPONSE 4 P&S PAVING, INC. 3701 Olson Drive Daytona Beach, FL 32124 Wende Lee EMAIL: wlee@pandspavinginc.com	RESPONSE 5 SPARKS CONCRETE LLC 3060 Steel Rail Drive Bunnell, FL 32110 Billy Sparks EMAIL: sparksconcrete@cfl.rr.com	

Opened by: **Jalene Serwanski**

Witnessed by: **Heidi Ott**

Tabulated by: **Jalene Serwanski**

Date Posted: February 27, 2025

Award Date: March 6, 2025

Award will be effective five (5) business days after the posting date

Recommendation of Award (ROA): Halifax Paving, Inc., Icon Construction Enterprise LLC d/b/a Asphalt Icons, Masci General Contractor, Inc., P&S Paving, inc., Sparks Concrete, LLC

Approved by: *Pamela Wilsky*
Pamela Wilsky, NIGP-CPP, CPPO, CPPB
 Director of Purchasing and Contract



County of Volusia
Purchasing and Contracts
 Pam Wilsky, Director
 123 W. Indiana Ave., DeLand, FL 32720

BID TABULATION

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

RESPONSE DEADLINE: February 20, 2025 at 3:01 pm

Report Generated: Wednesday, February 26, 2025

ASPHALTIC CONCRETE SUPPLY - PICK UP BY COUNTY					Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	SP-9.5 asphaltic concrete for pick up	1	TON	\$98.00	\$112.20	\$98.23	\$120.00	\$110.00	
2	SP-12.5 asphaltic concrete for pick up	1	TON	\$95.00	\$112.20	\$97.54	\$115.00	\$110.00	

ASPHALTIC CONCRETE - DELIVERED					Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	SP-9.5 asphaltic concrete delivered	1	TON	\$118.00	\$250.00	\$128.71	\$147.00	\$130.00	

EVALUATION TABULATION

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

ASPHALTIC CONCRETE - DELIVERED				Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
2	SP-12.5 asphaltic concrete delivered	1	TON	\$115.00	\$250.00	\$127.92	\$142.00	\$130.00

ASPHALTIC CONCRETE - PLACED BY CONTRACTOR				Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	SP-9.5 asphaltic concrete placed < 500 tons	1	TON	\$200.00	\$250.00	\$312.77	\$171.00	\$205.00
2	SP-9.5 asphaltic concrete placed >= 500 tons	1	TON	\$150.00	\$195.00	\$122.51	\$160.00	\$155.00
3	SP-12.5 asphaltic concrete placed < 500 tons	1	TON	\$175.00	\$250.00	\$311.12	\$164.00	\$205.00
4	SP-12.5 asphaltic concrete placed >= 500 tons	1	TON	\$145.00	\$195.00	\$120.83	\$152.00	\$155.00
5	FC-9.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$200.00	\$312.00	\$355.97	\$209.00	\$215.00
6	FC-9.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$165.00	\$275.00	\$134.98	\$200.00	\$190.00
6	FC-12.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$200.00	\$315.00	\$354.08	\$207.00	\$215.00

EVALUATION TABULATION

Invitation For Bid - Asphaltic Concrete Supply and Placement

EVALUATION TABULATION

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

ASPHALTIC CONCRETE - PLACED BY CONTRACTOR				Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
7	FC-12.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$155.00	\$280.00	\$133.83	\$194.00	\$190.00

MILLING OF EXISTING SURFACES				Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Milling<5,000 SY	1	SY	\$10.00	\$5.80	\$11.94	\$7.70	\$5.00
2	Milling>=5,000 SY	1	SY	\$5.00	\$4.50	\$4.52	\$5.20	\$3.00

EVALUATION TABULATION

Invitation For Bid - Asphaltic Concrete Supply and Placement

EVALUATION TABULATION

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

PAVEMENT MARKINGS				Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	6" yellow or white pavement markings - painted	1	LF	\$85.00	\$0.70	\$4.20	\$0.90	\$0.80
2	12" yellow or white pavement markings - painted	1	LF	\$2.75	\$1.32	\$10.50	\$3.10	\$1.50
3	18" yellow or white pavement markings - painted	1	LF	\$3.50	\$1.62	\$14.70	\$3.90	\$1.50
4	24" yellow or white pavement markings - painted	1	LF	\$6.50	\$2.39	\$21.00	\$7.30	\$2.00
5	Pavement message - painted	1	EA	\$125.00	\$40.00	\$315.00	\$139.00	\$125.00
6	Arrow - painted	1	EA	\$115.00	\$39.00	\$210.00	\$127.00	\$75.00
7	6" yellow or white pavement markings - thermoplastic	1	LF	\$2.50	\$6.00	\$10.50	\$2.40	\$1.75
8	12" yellow or white pavement markings - thermoplastic	1	LF	\$7.25	\$7.00	\$21.00	\$8.50	\$3.00
9	18" yellow or white pavement markings - thermoplastic	1	LF	\$12.00	\$9.00	\$31.50	\$12.00	\$4.25
10	24" yellow or white pavement markings - thermoplastic	1	LF	\$16.00	\$14.00	\$42.00	\$16.90	\$5.75
11	Pavement message - thermoplastic	1	EA	\$250.00	\$95.00	\$735.00	\$271.00	\$500.00
12	Arrow - thermoplastic	1	EA	\$200.00	\$95.00	\$420.00	\$211.00	\$125.00

EVALUATION TABULATION

Invitation For Bid - Asphaltic Concrete Supply and Placement

EVALUATION TABULATION
ITB No. 25-B-43JS
Asphaltic Concrete Supply and Placement

MISCELLANEOUS				Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Sand, screened, delivered	1	TON	\$30.00	\$90.00	\$37.82	\$29.00	\$75.00

VENDOR QUESTIONNAIRE PASS/FAIL



County of Volusia
Purchasing and Contracts
Pam Wilsky, Director
123 W. Indiana Ave., DeLand, FL 32720

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

RESPONSE DEADLINE: February 20, 2025 at 3:01 pm

Report Generated: Thursday, February 20, 2025

Halifax Paving, Inc. Response

CONTACT INFORMATION

Company:

Halifax Paving, Inc.

Email:

estimating@halifaxpaving.net

Contact:

Tyler Kirton

Address:

870 Hull Road
Ormond Beach, FL 32174

Phone:

N/A

Website:

halifaxpaving.net

Submission Date:

Feb 20, 2025 1:18 PM (Eastern Time)

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT
ITB No. 25-B-43JS
Asphaltic Concrete Supply and Placement

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 20, 2025 12:27 PM by Tyler Kirton

QUESTIONNAIRE

1. Acknowledgements

ACKNOWLEDGMENT*

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

Yes

SCOPE OF SERVICES ACKNOWLEDGEMENT*

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

Yes

BY CHECKING YES, THE VENDOR AGREES TO COMPLY WITH THE E-VERIFY REQUIREMENTS AS DESCRIBED IN THIS SECTION.*

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

Yes

REGISTRATION ON SAM.GOV*

For any federally funded project, bidder agrees to register on SAM.gov if awarded a contract under this solicitation.

Yes

INSURANCE ACKNOWLEDGEMENT*

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

Yes

DRUG-FREE WORKPLACE*

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

Yes

NAME AND TITLE OF AUTHORIZED AGENT OF THE RESPONDENT*

Respondent acknowledges that the name and title of the signatory (the “Authorized Signatory”), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

Joseph L. Durrance, Vice-President

CONFLICT OF INTEREST*

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

No

DO YOU OR ANY OWNER(S), PRINCIPAL(S), OR OFFICER(S) OF YOUR FIRM CURRENTLY SERVE ON ANY VOLUSIA COUNTY BOARD(S) OR COMMITTEE(S)?*

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT
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Asphaltic Concrete Supply and Placement

No

2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

BY CHECKING YES, THE RESPONDENT AGREES TO COMPLY WITH THE SUBMITTAL BOND REQUIREMENTS AS DESCRIBED IN THIS SECTION ABOVE.*

Yes

3. Public Entity Crime

PUBLIC ENTITY CRIME ACKNOWLEDGEMENT*

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) 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 (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT
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Asphaltic Concrete Supply and Placement

Yes

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

ACKNOWLEDGMENT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION*

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes

5. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

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Asphaltic Concrete Supply and Placement

Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it 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 it is found to have been engaged in business operations in Cuba or Syria.

BY SELECTING 'YES', THE RESPONDENT ACKNOWLEDGES AND AGREES TO THE 'CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.' *

Yes

6. Forms/Documentation

BID SUBMITTAL FORM *

Please download the below documents, complete, and upload.

- [Volusia Bid Submittal Form.pdf](#)

Bid_Submittal_Form.pdf

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

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Asphaltic Concrete Supply and Placement

MEMORANDUM OF AUTHORITY

If the Authorized Signatory identified in Section 1.11 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

HPI_Sunbiz.pdf

W-9*

Please attach current W-9 Form

W-9.pdf

In Process

PROOF OF INSURANCE *

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

HPI_Insurance.pdf

HOLD HARMLESS AGREEMENT

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- [Volusia Hold Harmless Agree...](#)

Hold_Harmless.pdf

PROFESSIONAL CERTIFICATION/LICENSES*

Respondent and their Subconsultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their Subconsultants/Subcontractors shall submit with their submittal, copies of their professional license.

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT
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Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

HPI_GC_License.pdf

FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS' DETAIL BY ENTITY NAME REPORT *
Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

HPI_Sunbiz.pdf

CERTIFICATION AFFIDAVIT BY PRIME CONTRACTOR AS LOCAL BUSINESS*
Certification Affidavit by Prime Contractor as Local Business

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes

CERTIFICATION AFFIDAVIT OF SUBCONTRACTOR AS LOCAL BUSINESS *

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

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Asphaltic Concrete Supply and Placement

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes

PROHIBITION AGAINST CONTINGENT FEES*

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Conting...](#)

Prohibition.pdf

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES*

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT
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- [Volusia Human Trafficking A...](#)

Human_Trafficking.pdf

7. Additional Information

DELIVERY AND/OR AVAILABILITY*

Please provide your delivery and/or availability timeframe:

72 Hours

In Process

DO YOU ACCEPT ELECTRONIC FUNDS TRANSFER (EFT)? *

Yes

IF YES TO EFT QUESTION ABOVE, PROVIDE PERCENTAGE: *

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

0

PAYMENT TERMS *

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

No

WHERE IS THE LOCATION OF THE CONTRACTOR'S ASPHALT PLANT?*

Ormond Beach, FL

PLEASE SUBMIT YOUR TOTAL NUMBER OF EMPLOYEES. *

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

130

ARE YOU A SOLE PROPRIETOR? *

No

FUEL REDETERMINATION *

The following information is required in order to be considered for a future price redetermination for fuel.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

30

WHICH FUEL TYPE DOES YOUR FIRM USE PRIMARILY: *

diesel fuel

WAGE REDETERMINATION *

The following information is required in order to be considered for a future price redetermination for wages.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

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Asphaltic Concrete Supply and Placement

10

MATERIALS REDETERMINATION *

The following information is required in order to be considered for a future price redetermination for materials.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

60

REFERENCES *

Please download the below documents, complete, and upload.

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate.

Unless specifically asked by the County, the County of Volusia shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Consultant's qualification for the scope of services.

- [References Form\(492427\).pdf](#)

References.pdf

PRICE TABLES

ASPHALTIC CONCRETE SUPPLY - PICK UP BY COUNTY

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

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Asphaltic Concrete Supply and Placement

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete for pick up	1	TON	\$98.00	\$98.00
2	SP-12.5 asphaltic concrete for pick up	1	TON	\$95.00	\$95.00

ASPHALTIC CONCRETE - DELIVERED

Pricing for delivered asphaltic concrete is per ton and FOB Destination.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete delivered	1	TON	\$118.00	\$118.00
2	SP-12.5 asphaltic concrete delivered	1	TON	\$115.00	\$115.00

ASPHALTIC CONCRETE - PLACED BY CONTRACTOR

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete placed < 500 tons	1	TON	\$200.00	\$200.00
2	SP-9.5 asphaltic concrete placed >= 500 tons	1	TON	\$150.00	\$150.00
3	SP-12.5 asphaltic concrete placed < 500 tons	1	TON	\$175.00	\$175.00
4	SP-12.5 asphaltic concrete placed >= 500 tons	1	TON	\$145.00	\$145.00
5	FC-9.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$200.00	\$200.00

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	FC-9.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$165.00	\$165.00
6	FC-12.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$200.00	\$200.00
7	FC-12.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$155.00	\$155.00

In Process

MILLING OF EXISTING SURFACES

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Milling<5,000 SY	1	SY	\$10.00	\$10.00
2	Milling>=5,000 SY	1	SY	\$5.00	\$5.00

PAVEMENT MARKINGS

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	6" yellow or white pavement markings - painted	1	LF	\$85.00	\$85.00
2	12" yellow or white pavement markings - painted	1	LF	\$2.75	\$2.75
3	18" yellow or white pavement markings - painted	1	LF	\$3.50	\$3.50
4	24" yellow or white pavement markings - painted	1	LF	\$6.50	\$6.50

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	Pavement message - painted	1	EA	\$125.00	\$125.00
6	Arrow - painted	1	EA	\$115.00	\$115.00
7	6" yellow or white pavement markings - thermoplastic	1	LF	\$2.50	\$2.50
8	12" yellow or white pavement markings - thermoplastic	1	LF	\$7.25	\$7.25
9	18" yellow or white pavement markings - thermoplastic	1	LF	\$12.00	\$12.00
10	24" yellow or white pavement markings - thermoplastic	1	LF	\$16.00	\$16.00
11	Pavement message - thermoplastic	1	EA	\$250.00	\$250.00
12	Arrow - thermoplastic	1	EA	\$200.00	\$200.00

MISCELLANEOUS

Pricing for delivered screened sand is per ton and FOB Origin.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sand, screened, delivered	1	TON	\$30.00	\$30.00

BID SUBMITTAL FORM

The undersigned hereby declare(s) that [firm name] HALIFAX PAVING, INC. has carefully examined the specifications to furnish the products and/or services detailed in the technical specifications or scope of work and will furnish said product or services according to the specifications or scope of work detailed within this ITB.

I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Vendor hereby acknowledges that the submittal has been approved by an authorized signatory with the firm who is authorized to execute contracts/agreements with the County of Volusia. Vendor further agrees that by submitting the proposal electronically, the authorized signatory does thereby accept and acknowledge use as an official record with Volusia County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required Types of Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this bid is true and correct:

x

Signature / Authorized Signatory

JOSEPH L. DUZZANKE

Printed Name

VICE - PRESIDENT

Title

2-20-25

Date

HALIFAX PAVING, INC.

Company Name

870 Hull Road Oremont Beach, FL 32174

Full Address

386-676-0200

Telephone

386-676-0803

Fax

ESTIMATING@HALIFAXPAVING.NET

E-mail Address

006855431

Dun & Bradstreet #

59-1233559

Federal I.D. #



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
HALIFAX PAVING, INC.

Filing Information

Document Number	325859
FEI/EIN Number	59-1233559
Date Filed	01/31/1968
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/23/2005
Event Effective Date	NONE

Principal Address

870 HULL ROAD
ORMOND BEACH, FL 32174

In Process

Changed: 04/04/2024

Mailing Address

P O BOX 730549
ORMOND BCH, FL 32173

Changed: 03/11/1997

Registered Agent Name & Address

DURRANCE, THOMAS A
2045 JOHN ANDERSON DRIVE
ORMOND BEACH, FL 32176

Name Changed: 10/25/2011

Address Changed: 02/05/2020

Officer/Director Detail

Name & Address

Title D

CONROY, IRENE
24615 Alligator Road
Astor, FL 32102

Title Director, Asst. Secretary, Asst. Treasurer

In Process

2/3/25, 3:03 PM

DURRANCE, LEONARD CMR
1249 WOODLAND TRAIL
ORMOND BEACH, FL 32174

Title VP

DURRANCE, JOSEPH LEONARD
471 AIRPORT ROAD
ORMOND BEACH, FL 32174

Title PD

DURRANCE, THOMAS AMR.
2045 JOHN ANDERSON DRIVE
ORMOND BEACH, FL 32176

Title D

DURRANCE, JO LYNN MRS.
471 AIRPORT ROAD
ORMOND BEACH, FL 32174

Title Secretary, Treasurer

DURRANCE, AMANDA L
1247 WOODLAND TRAIL
ORMOND BEACH, FL 32174

Title VP

Detail by Entity Name

In Process

BLAIR, STEVEN
2511 LIPIZZAN TRAIL
ORMOND BEACH, FL 32174

Title COO

NOWAK, WILLIAM R
513 CEDAR ARBOR CT
ST. AUGUSTINE, FL 32084

Annual Reports

Report Year	Filed Date
2022	02/03/2022
2023	01/30/2023
2024	04/04/2024

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2/3/25, 3:03 PM

Detail by Entity Name

Florida Department of State, Division of Corporations

In Process

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) HALIFAX PAVING, INC.		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		(Applies to accounts maintained outside the United States.)
	5 Address (number, street, and apt. or suite no.). See instructions. 870 HOLL ROAD	Requester's name and address (optional)	
6 City, state, and ZIP code DEMOND BEACH, FL 32174			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

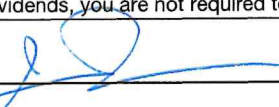
Social security number									
				-					
or									
Employer identification number									
59				-	1	2	3	3	5
					5	9			

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date **2-20-25**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/2024

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 Brown & Brown Insurance Services, Inc. 3520 Thomasville Rd., Ste. 500 Tallahassee FL 32309	CONTACT NAME: Tina Graham PHONE (A/C, No, Ext): (850) 656-3747 FAX (A/C, No): (850) 656-4065 E-MAIL ADDRESS: Tina.Graham@bbrown.com														
INSURED Halifax Paving, Inc. PO Box 730549 Ormond Beach FL 32173	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER B: The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D: Bridgefield Employers Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E: Travelers Excess and Surplus Lines Company</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Company of America	25666	INSURER B: The Phoenix Insurance Company	25623	INSURER C: Travelers Property Casualty Company of America	25674	INSURER D: Bridgefield Employers Insurance Company		INSURER E: Travelers Excess and Surplus Lines Company		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 24-25 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	DT-CO-5N643358-TIA-24	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ Contractual Liability						MED EXP (Any one person) \$ 10,000
	☒ XCU Hazards						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						
B	☒ AUTOMOBILE LIABILITY	Y	Y	810-5N572459-24-26-G	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ AUTOS ONLY						PIP-Basic \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR			CUP-5N646348-24-26	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	0196-60818	07/01/2024	07/01/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Equipment Floater			630-7W685403	07/01/2024	07/01/2025	Rented/Leased Equip \$650,000 Deductible \$5,000

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

Blanket Additional Insured applies to the General Liability per Policy Form No. CG D6 04 02 19. Blanket Waiver of Subrogation applies to the General Liability per Policy Form No. CG D3 16 02 19. 90 Primary & Non-Contributory applies per Policy Form CG T1. Day Notice of Cancellation exists on the General Liability per Policy Form IL T 3 20 09 97. Additional Insured and Waiver of Subrogation applies to Auto Liability per Policy Form No. per Policy Form No. CA F 2 19 08 17. Primary/Non-Contributory applies to the Auto Liability per Policy Form CA T4 74 08 17. 90 Day Notice of Cancellation exists on the Auto Liability per Policy Form IL T3 2 0 099 7. Umbrella applies per Policy Form EU00 01. 90 Day Notice of Cancellation exists on the Umbrella Liability per Policy Form IL T 3 20 09. Blanket Waiver of Subrogation applies to the Work Comp per Policy Form WC 00 03.

CERTIFICATE HOLDER**CANCELLATION**

Halifax Paving, Inc. PO Box 730549 Ormond Beach FL 32173-0549	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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HOLD HARMLESS AGREEMENT

I, N/A, (print owner's name), am the owner of _____ (print company name), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or (the above-named business) entered into a Contract for _____ (please insert name of Contract) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ *(print name)* _____
(signature)

Employee 1: _____ *(print name)* _____
(signature)

Employee 2: _____ *(print name)* _____
(signature)

Employee 3: _____ *(print name)* _____
(signature)

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DURRANCE, THOMAS AUSTIN

HALIFAX PAVING INC
814 HULL RD
ORMOND BEACH FL 32174

LICENSE NUMBER: CGC1510308

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/07/2024

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
HALIFAX PAVING, INC.

Filing Information

Document Number	325859
FEI/EIN Number	59-1233559
Date Filed	01/31/1968
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/23/2005
Event Effective Date	NONE

Principal Address

870 HULL ROAD
ORMOND BEACH, FL 32174

In Process

Changed: 04/04/2024

Mailing Address

P O BOX 730549
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01/03/2007 -- ANNUAL REPORT	View image in PDF format
01/13/2006 -- ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporations

In Process

PROHIBITION AGAINST CONTINGENT FEES:

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The firm, HALIFAX PAVING, INC., warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

By [Signature]
(Signature)

Date 2-20-25

By JOSEPH L. DURRANCE, VICE-PRESIDENT
Corporate Officer Name & Title

STATE OF FLORIDA
COUNTY OF VOLUSIA

In Process

Sworn to/affirmed and subscribed before me this 20TH day of FEBRUARY, 2025, by JOSEPH L. DURRANCE, who is personally known to me or who has produced as identification.

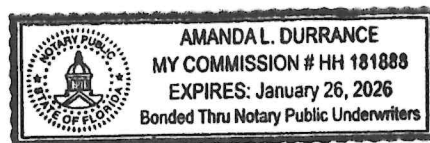
Amanda L. Durrance
NOTARY PUBLIC – STATE OF FLORIDA

Type or print name:
AMANDA L. DURRANCE

Commission No.: HH181888

Commission Expires: 01/26/2026

(Seal)



Contractor Name:
Solicitation Number:

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES

Name of Entity/Contractor: HALIFAX PAVING, INC. ("Nongovernmental Entity")

This form has been completed by a duly authorized officer or representative of the Nongovernmental Entity in conjunction with the execution, renewal, or extension of a contract with County of Volusia, a governmental entity and political subdivision of the State of Florida, ("Governmental Entity") in compliance with Section 787.06(13), Florida Statutes, (2024).

The Nongovernmental Entity acknowledges that Section 787.06(13), Florida Statutes, provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. For purposes of this requirement, "labor" means work of economic or financial value and "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term, "services" includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Volusia County, a governmental entity in the State of Florida, you are hereby providing this affidavit under penalties of perjury that you do not use coercion to employ any person for labor or services. Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

This signed attestation is provided to the Governmental Entity to comply with the statutory requirement. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the Governmental Entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: JOSEPH L. DURRANCE Title: VICE-PRESIDENT

Signature:  Date: 2-20-25

REFERENCES

Agency #1	NEWKIRK ENGINEERING	
Address	1230 US-1, SUITE 3	
City, State, ZIP	OCEAN BEACH, FL 32174	
Contact Person	BRADLEY BAUKNECHT	
E-mail	BRAD@NEWKIRK-ENGINEERING.COM	Phone: 386-872-7794
Date(s) of Service	ONGOING	
Type of Service	FDOT ROADWAY PAVING PROJECTS	
Comments:		
Agency #2	TIZES III, LLC	
Address	150 THIRD STREET SW, SUITE 208	
City, State, ZIP	WINTER HAVEN, FL 33880	
Contact Person	JAMES FORD	
E-mail	JIM@TIZES3LLC.COM	Phone: 630-846-7436
Date(s) of Service	ONGOING	
Type of Service	SITEWORK / ASPHALT PAVING	
Comments:		
Agency #3	ROBINS & MORTON	
Address	423 S. KELLER ROAD, #200	
City, State, ZIP	ORLANDO, FL 32810	
Contact Person	JON WALKER	
E-mail	JWALKER@ROBINSMORTON.COM	Phone: 678-697-0613
Date(s) of Service	ONGOING	
Type of Service	SITEWORK / ASPHALT PAVING	
Comments:		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete for pick up	1	TON	\$98.00	\$98.00
2	SP-12.5 asphaltic concrete for pick up	1	TON	\$95.00	\$95.00

ASPHALTIC CONCRETE - DELIVERED

Pricing for delivered asphaltic concrete is per ton and FOB Destination.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete delivered	1	TON	\$118.00	\$118.00
2	SP-12.5 asphaltic concrete delivered	1	TON	\$115.00	\$115.00

ASPHALTIC CONCRETE - PLACED BY CONTRACTOR

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete placed < 500 tons	1	TON	\$200.00	\$200.00
2	SP-9.5 asphaltic concrete placed >= 500 tons	1	TON	\$150.00	\$150.00
3	SP-12.5 asphaltic concrete placed < 500 tons	1	TON	\$175.00	\$175.00
4	SP-12.5 asphaltic concrete placed >= 500 tons	1	TON	\$145.00	\$145.00
5	FC-9.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$200.00	\$200.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	FC-9.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$165.00	\$165.00
6	FC-12.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$200.00	\$200.00
7	FC-12.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$155.00	\$155.00

MILLING OF EXISTING SURFACES

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Milling<5,000 SY	1	SY	\$10.00	\$10.00
2	Milling>=5,000 SY	1	SY	\$5.00	\$5.00

PAVEMENT MARKINGS

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	6" yellow or white pavement markings - painted	1	LF	\$85.00	\$85.00
2	12" yellow or white pavement markings - painted	1	LF	\$2.75	\$2.75
3	18" yellow or white pavement markings - painted	1	LF	\$3.50	\$3.50
4	24" yellow or white pavement markings - painted	1	LF	\$6.50	\$6.50

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	Pavement message - painted	1	EA	\$125.00	\$125.00
6	Arrow - painted	1	EA	\$115.00	\$115.00
7	6" yellow or white pavement markings - thermoplastic	1	LF	\$2.50	\$2.50
8	12" yellow or white pavement markings - thermoplastic	1	LF	\$7.25	\$7.25
9	18" yellow or white pavement markings - thermoplastic	1	LF	\$12.00	\$12.00
10	24" yellow or white pavement markings - thermoplastic	1	LF	\$16.00	\$16.00
11	Pavement message - thermoplastic	1	EA	\$250.00	\$250.00
12	Arrow - thermoplastic	1	EA	\$200.00	\$200.00

MISCELLANEOUS

Pricing for delivered screened sand is per ton and FOB Origin.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sand, screened, delivered	1	TON	\$30.00	\$30.00

In Process

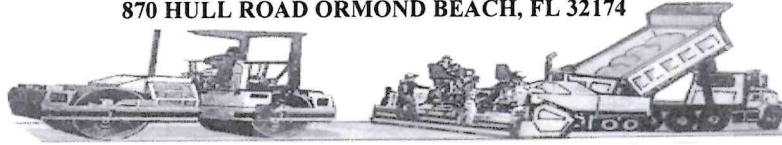


Halifax Paving, Inc.

Email;
estimating@halifaxpaving.net

P.O. BOX 730549 ORMOND BEACH, FL 32173-0549
870 HULL ROAD ORMOND BEACH, FL 32174

PHONE 386-676-0200
FAX 386-676-0803



Since 1955

CONTRACTOR E-VERIFY AFFIDAVIT

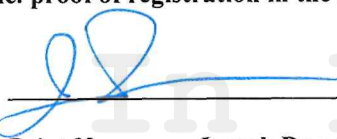
Project Name: City of Palm Coast - Asphaltic Concrete Supply and Placement
Agency Name - Bid /Contract Ref # - Volusia County ITB No. 25-B-43JS
Contract Type: - Piggyback

Name of Vendor/Subcontractor: Halifax Paving, Inc.
EEV/E-Verify Company Identification Number: 38801
Date of Authorization: 01-16-07

I hereby certify that Halifax Paving, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Halifax Paving, Inc. proof of registration in the E-Verify system is attached to this Affidavit.


Print Name : Joseph Durrance

Title: CEO

Date: 5/8/26

STATE OF FLORIDA

COUNTY OF VOLUSIA

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

This 8th day of May, 2026 by Joseph Durrance, CEO,

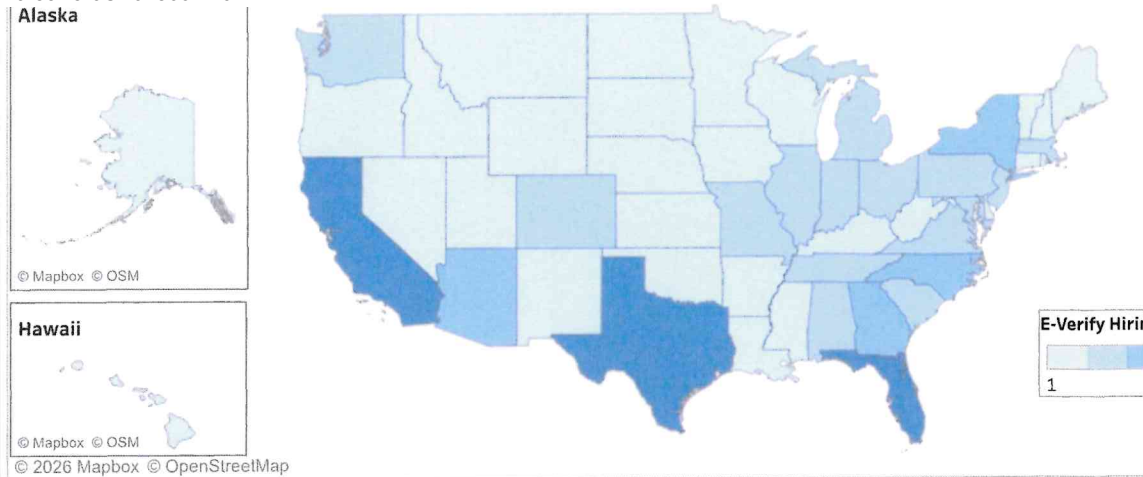
of Halifax Paving, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

[Notary Seal]

Melinda Spradling
Notary Public

Name typed or printed:
My Commission Expires:





Search Filters

[Table Only filter - Table data shows records by Last Updated Date in descending order and default filtered to show employers enrolled this

Business Name [Input Employer's legal name or DBA name]

HALIFAX PAVING, INC.

Industry Type

(Multiple values)

Account Status

☒ Open

☐ Terminated

Opted into E-Verify+

☐ No

☒ Yes

State/Territory

(All)

Date Enrolled [Select last 30 years for all data]

Last 21 years

Total Records F

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workforce Size
6/19/2024	HALIFAX PAVING, INC.		Open	Yes	1/16/2007		100 to

Parameters:

- 1 Frequency

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Volusia

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Halifax Parking Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

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

Date: 5/8/24

Signed: [Signature]
Halifax Parking, Inc.

Entity: Corporation

Name: Joseph Durrance

Title: CEO

Sworn to (or affirmed) and subscribed before me this 8th day of May, 2025, by Joseph Durrance



Notary Signature

Melinda Spradling

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X

OR Produced Identification _____

Type of Identification Produced _____

City of Palm Coast, Florida Agenda Item

Agenda Date: June 2, 2026

Agenda Item: G.4

Department	PARKS AND RECREATION	Amount	\$228,228.00
Division	PALM HARBOR GOLF CLUB	Org/Account #	10016056-063000
Subject: RESOLUTION 2026-XX APPROVING A MASTER SERVICES AGREEMENT WITH FOLEY5 CONSTRUCTION FOR THE PALM HARBOR GOLF CLUB IRRIGATION PUMP SYSTEM REPLACEMENT			
Presenter: James Hirst, Director of Parks and Recreation, and Dennis Redican, Recreation Manager			
Attachments: 1. Resolution 2. Draft Contract 3. Notice of Intent to Award 4. Project Overview			
Background: The Palm Harbor Golf Course irrigation pump system and associated controls need replacement to improve reliability and efficiency. The project will provide a turnkey replacement of the existing irrigation pump system and controls, helping maintain course conditions, support daily golf course operations, and improve overall system performance. The project, ITB-PR-26-50 Irrigation Pump System Replacement Palm Harbor Golf Course (Re-Bid), was publicly advertised for construction services, and two (2) bids were received. Bids ranged from \$228,228.00 to \$246,206.67. City Staff recommends awarding the contract to the bidder, Foley5 Construction, Inc., of Orlando, Florida, in the amount of \$228,228.00. Source of Funds Worksheet Original Budget: \$278,435.00 Total Expended/Encumbered to Date: \$0.00 Pending Work Orders.Contracts: \$0.00 Current (WO/Contract): \$228,228.00 Balance: \$50,207.00			

Recommended Action:

**ADOPT RESOLUTION 2026-XX APPROVING A MASTER SERVICES AGREEMENT WITH FOLEY5
CONSTRUCTION FOR THE PALM HARBOR GOLF CLUB IRRIGATION PUMP SYSTEM
REPLACEMENT**

**RESOLUTION 2026-
IRRIGATION PUMP SYSTEM REPLACEMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CONTRACT WITH FOLEY5 CONSTRUCTION, INC., FOR IRRIGATION PUMP SYSTEM REPLACEMENT AT THE PALM HARBOR GOLF CLUB: PROVIDING LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Foley5 Construction, Inc., desires to provide an irrigation pump system replacement service for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve services for the above-mentioned project for the City of Palm Coast.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Services Agreement with Foley5 Construction, Inc., for irrigation pump system replacement as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Master Services Agreement for changes totaling less than \$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Services Agreement on behalf of the City for any other changes that may be necessary.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 2nd day of June 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" MSA with Foley5 Construction, Inc.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2026 ("Effective Date"), between FOLEY5 CONSTRUCTION, INC. whose primary place of business is 2135 Wild Tamarind Blvd, Orlando, Florida 32828 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **IRRIGATION PUMP SYSTEM REPLACEMENT PALM HARBOR GOLF COURSE** from a competent and qualified supplier and has conducted a formal Invitation to Bid (ITB-PR-26-50) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the ITB and desires to render said services to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

- A. Work Order/Services.** This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided . Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.
- B. Quality of Services.** SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature
- C. Schedule/Delivery.** Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- F. Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
- G. CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
- H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
- I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.
- E. Taxes.** Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

3. TERM AND TERMINATION:

- A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of one (1) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.
- B. Time-Only Extension for Re-Solicitation.** In addition to the renewal options above, the City may, at its sole discretion, extend the Agreement for time only for the limited purpose of allowing continuity of services while the City completes a re-solicitation, award, and transition for these services.
- This extension shall be non-material;
 - Shall not exceed ninety (90) days in total
 - This extension shall be a one-time extension that shall not be extended past ninety (90) days; and
 - Shall involve no modification to pricing, scope of services, or any other material terms of the Agreement.

The Contractor shall continue performance at the existing contract rates and terms during any such time-only extension.

C. Termination By CITY.

- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
- ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
 1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
 2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State

regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

D. Termination By SUPPLIER. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

E. Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

F. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work

that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

- B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.
- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. **Indemnification.** SUPPLIER shall indemnify, hold harmless and defend CITY from and against any and all liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of SUPPLIER, its agents, servants, officers, officials, employees, or subcontractors. CITY reserves its rights to be represented in any such action by its own counsel at its own expense. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification provision shall survive any termination or expiration of this Agreement.
- B. **Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
- B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
- C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
- 7. **ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.
- 8. **AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining

to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

- 9. AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.
- 10. CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL, if in federal court.
- 11. COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:
- A. Discrimination/ADA.** SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
- B. Drug Free Workplace.** SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.
- C. Immigration.** CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.
- D. Scrutinized Companies.** Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.
- E. Contractor Preference.** Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:
- a. The Contractor's political opinions, speech, or affiliations;
 - b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
 - c. The Contractor's lawful ownership of a firearm;
 - d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
 - e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
 - f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
 - g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;

h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

F. Conflict of Interest.

- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
- ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.
- iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The ITB and all submissions prepared by SUPPLIER in response to the ITB are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. E-VERIFY REGISTRATION AND USE. Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. EXCLUSIVITY. The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. INDEPENDENT CONTRACTOR. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. INTERPRETATION. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. MOST FAVORED CUSTOMER. SUPPLIER warrants and represents that all terms, including prices, charges, benefits and warranties, in this Agreement are at least as or more favorable than any terms that SUPPLIER has offered to any other person or entity, for the types of Services covered by this Agreement. If at any time during this Agreement SUPPLIER shall offer any other person or entity terms more favorable, SUPPLIER shall promptly notify CITY of such more favorable terms, and if such more favorable terms were offered by SUPPLIER to another person or entity CITY shall immediately receive the benefit of the more favorable terms for the remainder of this Agreement, including any renewals thereof, as well as retroactively to the effective date such more favorable terms were offered by SUPPLIER. Upon CITY'S request, SUPPLIER shall advise CITY in writing, executed by an officer of SUPPLIER, that this section has not been contradicted by SUPPLIER since the later of (i) the Effective Date of this Agreement or (ii) the date of the most recent notice provided by SUPPLIER pursuant to this section.

20. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:

Mary Lynn Foley
Foley5 Construction, Inc.
2135 Wild Tamarind Blvd
Orlando, Florida 32828

21. ORDER OF PRECEDENCE. In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

22. PUBLIC RECORDS LAW.

- A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:
- i. Keep and maintain all public records required by CITY to perform the Services herein; and
 - ii. Upon request from CITY'S custodian of public records, provide 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, F.S. or as otherwise provided by law; and
 - iii. 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 the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
 - iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.
- C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**
- 23. SEVERABILITY.** If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.
- 24. SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.
- 25. WAIVER.** The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

FOLEY5 CONSTRUCTION, INC.

By: _____

By: _____
(Authorized Signatory)

Print Name: Michael McGlothlin

Print Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Exhibits

A - Work Order Template Form

B - Insurance Requirements



Work Order # _____ PO# _____ Project Mgr. _____

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: \$ _____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (choose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. **PRICING** (choose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
4. **SCHEDULE** (choose one): _____ AS NEEDED BASIS _____ SHALL BE COMPLETED BY - ____/____/20____
5. **DESCRIPTION OF SERVICES** (choose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ No _____ Yes If yes, identify: _____
7. **OBJ CODE** _____ **OBJ CODE** _____ **PROJECT CODE** _____ **VENDOR #** _____
8. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT:** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

SUPPLIER APPROVAL

CITY APPROVAL

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: City Manager or Designee

Date: _____

Date: _____

Email: _____

BPO Use Only:

Req # _____

Requisition Creator _____

Select one: _____ New PO _____ Increase to Existing P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

- 1.1.** Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2.** Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3.** SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4.** Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5.** It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6.** Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7.** Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1.** SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2.** If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

- 3. COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	
General Aggregate (per project)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS	
Each Occurrence Bodily Injury and	\$1,000,000.00
Property Damage Liability Combined	

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

PRICE SCHEDULE

Foley5 Construction, Inc.

Company Name of Bidder

2135 Wild Tamarind Blvd

Mailing Address

Orlando, FL 32828

City, State, ZIP

847-343-2133

Phone Number

Price in US Dollars: \$ 228,228.00

Price written out: Two hundred twenty eight thousand, two hundred twenty eight dollars

Prices shall include all applicable taxes.

If this project involves improvements to City Property, and the value of the contract will be greater than \$200,000, Bidder is required to provide Payment and Performance bonds in compliance with Section 255.05 Florida Statutes. If applicable, please provide the price of the bonds here:

Bond Price in US Dollars: \$ 4,423.00

Bond Price written out: Four thousand four hundred twenty three dollars

Pursuant to and in compliance with the Invitation To Bid, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract Documents, local conditions affecting the performance of the work, and the cost of the work at the places where the work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Invitation to Bid requirements, including any addenda, and Contract Documents, for the amount set forth above. Taxes, customs, and tariffs on commodities or contractual services purchased under the contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.



Authorized Signatory

04/28/26

Date

Mary Lynn Foley

Name

CEO

Title

PRICE SCHEDULE WORKSHEET – MUST BE INCLUDED AND SUBMITTED WITH PRICE SCHEDULE

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE PER PAY ITEM
Removal and disposal of existing pump system and associated controls.	1	LS (Lump Sum)	\$ 12,500.00	\$ 12,500.00
Furnish and install new pump system and associated controls (provide materials and labor cost).	1	LS (Lump Sum)	\$ 210,728.00	\$210,728.00
System Testing	1	LS (Lump Sum)	\$ Included	\$ Included
Provide O&M manuals (3 minimum)	1	LS (Lump Sum)	\$ Included	\$ Included
System training for Owner's staff (up to 3 days)	1	LS (Lump Sum)	\$ 5000.00	\$ 5000.00
Site restoration, cleanup and project close-out.	1	LS (Lump Sum)	\$ Included	\$ Included
TOTAL LUMP SUM BID AMOUNT				\$ 228,228.00

ADDITIONAL COSTS (NOT INCLUDED IN LUMP SUM BID AMOUNT)				
ITEM DESCRIPTION Any costs not accounted for (provide a brief description and cost).	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE PER PAY ITEM
Bid Bond	1	LS (Lump Sum)	\$ 4,423.00	\$ 4,423.00
	1	LS (Lump Sum)	\$	\$
	1	LS (Lump Sum)	\$	\$
	1	LS (Lump Sum)	\$	\$
	1	LS (Lump Sum)	\$	\$
TOTAL OF ADDITIONAL COSTS				\$0.00 \$4,423.00

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Foley5 Construction, Inc.

Name of Bidder

Mary Lynn Foley / CEO

Name and Titles of Authorized Representative(s)



Signature(s)

4/28/2026

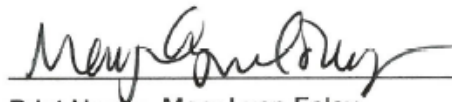
Printed Date

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Foley5 Construction, Inc *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Foley5 Construction, Inc *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Mary Lynn Foley

Title: CEO

Date: 04/28/2026

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 28th day of April, 2026 by Mary Lynn Foley *[name of officer or agent, title of officer or agent]* of Foley5 Construction, Inc *[name of contractor company acknowledging]*, a Florida *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.


Notary Public

[NOTARY SEAL]



BRIAN D. BECK
Notary Public
State of Florida
Comm# HH376048
Expires 3/20/2027

Brian D. Beck
Name typed, printed or stamped

My Commission Expires: 03/20/2027

FOREIGN COUNTRY OF CONCERN ATTESTATION

(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Foley5 Construction, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Mary Lynn Foley

Title: CEO

Signature: 

Date: 4/28/2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

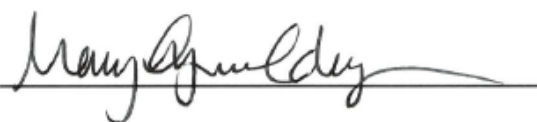
State of FL

County of Orange

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Foley5 Construction, Inc. ("Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

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

Date: 4/28/2026

Signed: 

Entity: Foley5 Construction, Inc.

Name: Mary Lynn Foley

Title: CEO

Sworn to (or affirmed) and subscribed before me this 28 day of April, 2026, by Mary Lynn Foley.

Notary Signature

[NOTARY SEAL]



BRIAN D. BECK
Notary Public
State of Florida
Comm# HH376048
Expires 3/20/2027



PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X

OR Produced Identification

Type of Identification Produced



Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: ITB-PR-26-50 **IRRIGATION PUMP SYSTEM REPLACEMENT PALM HARBOR GOLF COURSE (RE-BID)**

Date: 5/7/2026

Appeal Deadline: Appeals must be filed by 5:00 PM on 5/11/2026

Firm	Bid
Foley5 Construction, Inc. Orlando, FL	\$228,228.00
Pro Pump & Controls, Inc. Sarasota, FL	\$246,206.67

The intent of the City of Palm Coast is to award ITB-PR-26-50 to **Foley5 Construction, Inc.**

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director.

For questions regarding this Notice of Intent to Award please contact: Christinne Foschaar, Procurement Coordinator, at cfoschaar@palmcoastgov.com.

Bid protests shall be resolved in accordance with Section 2-29, Code of Ordinances, City of Palm Coast, Florida.

A proposer may protest the results of this intended award of this Bid within three (3) business days from the posting of this recommendation to award. The proposer must file a written protest explaining in detail the nature of the protest and the grounds upon which it is based.

Failure to file a written protest to the Financial Services Director, Helena Alves (HALves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



please recycle

palmcoastgov.com



ITB-PR-26-50 - IRRIGATION PUMP SYSTEM REPLACEMENT PALM HARBOR GOLF COURSE (RE-BID)

Project Overview

Project Details	
Reference ID	ITB-PR-26-50
Project Name	IRRIGATION PUMP SYSTEM REPLACEMENT PALM HARBOR GOLF COURSE (RE-BID)
Project Owner	Christinne Foschaar
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is soliciting bids from qualified companies to provide a turnkey service to replace the irrigation pump system and associated controls at the Palm Harbor Golf Course.
Open Date	Apr 15, 2026 8:00 AM EDT
Intent to Bid Due	Apr 29, 2026 2:00 PM EDT
Close Date	Apr 30, 2026 2:00 PM EDT

Awarded Suppliers	Reason	Score
Foley5 Construction, Inc.		100 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Licenses (General Contractor and/or Underground Utility)	Apr 30, 2026 2:02 PM EDT	Christinne Foschaar
Required Forms 1 - 8	Apr 30, 2026 2:02 PM EDT	Christinne Foschaar
Addendum 1 (Signed and Dated)	Apr 30, 2026 2:02 PM EDT	Christinne Foschaar
References - Other than the City of Palm Coast	Apr 30, 2026 2:02 PM EDT	Christinne Foschaar
Documents listed under Scope of Services, Section 1.3 Submittals	Apr 30, 2026 2:02 PM EDT	Christinne Foschaar
Documents listed under Scope of Services, Section 1.4 Warranty	Apr 30, 2026 2:02 PM EDT	Christinne Foschaar
Price Schedule and Price Schedule Worksheet	Apr 30, 2026 2:02 PM EDT	Christinne Foschaar
Bid Security	Apr 30, 2026 2:02 PM EDT	Christinne Foschaar

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have



received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Alex Blake	May 05, 2026 10:54 AM EDT	No
James Hirst	May 07, 2026 10:03 AM EDT	No
Dennis Redican Jr	May 04, 2026 7:51 AM EDT	No
Joseph Higgs III	May 04, 2026 2:28 PM EDT	No
Michael Kanter	May 05, 2026 10:11 AM EDT	No
Christinne Foschaar	Apr 30, 2026 2:03 PM EDT	No



Project Criteria

Criteria	Points	Description
Admin Review	Pass/Fail	Documents completed and submitted as requested and required.
Technical Review	Pass/Fail	All technical aspects reviewed. Check all submittals and warranty documents requested on Page 5 of Project Manual. Confirm General Contractor License or Utility Underground and Excavation license submitted.
Price Review	100 pts	Direct Entry from Bid Submissions.
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Admin Review	Technical Review	Price Review
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 100 pts
Foley5 Construction, Inc.	100 pts	Pass	Pass	100 pts (\$228,228.00)
ProPump and Controls	92.7 pts	Pass	Pass	92.7 pts (\$246,206.67)

City of Palm Coast, Florida Agenda Item

Agenda Date: June 2, 2026

Agenda Item: H.1

Department CITY ADMINISTRATION Division	Amount Org/Account #
Subject: ORDINANCE 2026-XX AMENDMENT TO THE CITY CHARTER	
Presenter: Marcus Duffy, City Attorney	
Attachments: 1. Ordinance 2. Business Impact Estimate	
Background: <u>UPDATED BACKGROUND FROM THE MAY 19, 2026, BUSINESS MEETING:</u> City Council heard the first reading of the Ordinance at the May 19, 2026, Business Meeting. No changes have been made to the item. <u>UPDATED BACKGROUND FROM THE MAY 12, 2026, WORKSHOP MEETING:</u> At the May 12, 2026, meeting, City Council provided direction for the proposed charter amendments which are incorporated into the attached ordinance. <u>UPDATED BACKGROUND FROM THE APRIL 14, 2026, WORKSHOP MEETING:</u> At the April 14, 2026, meeting, City Council provided direction for the proposed charter amendments which are incorporated into the attached ordinance. <u>ORIGINAL BACKGROUND FROM THE APRIL 14, 2026, WORKSHOP MEETING:</u> On February 24, 2026, the City Council received a report from the Charter Review Committee outlining proposed amendments to the City Charter. Following extensive discussion, the City Council directed the City Attorney to prepare an ordinance reflecting the proposed changes. The ordinance is included with this item for consideration.	
Recommended Action: ADOPT ORDINANCE 2026-XX AMENDMENT TO THE CITY CHARTER	

ORDINANCE 2026-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM, COAST, FLORIDA, SUBMITTING TO THE ELECTORS OF PALM COAST PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF PALM COAST WHICH SHALL BE CONSIDERED BY BALLOT; PROVIDING BALLOT TITLES AND SUMMARIES FOR THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR DIRECTION TO THE CITY CLERK; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE APPROVED AMENDMENTS.

WHEREAS, pursuant to the City Charter, the City of Palm Coast established a Charter Review Committee to review the City Charter and make recommendations to the City Council for proposed amendments thereto; and

WHEREAS, the Charter Review Committee reviewed, considered, studied, and analyzed the City Charter and received public input during its multiple public meetings; and

WHEREAS, on January 31, 2026, the Charter Review Committee submitted its final report, with recommendations to the City Council; and

WHEREAS, on February 24, 2026, at a public workshop wherein the City Council reviewed the final report and recommendations, received public comment, the City Council accepted the final report, modified certain proposed charter amendments, and directed the City Attorney to prepare an appropriate ordinance to place the proposed charter amendment before the registered voters of City of Palm Coast at the election to be held on November 3, 2026; and

WHEREAS, as a result of the input, recommendations, and advice received during this public process and after careful deliberation and consideration, the City Council finds that it is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast to propose revisions to the Palm Coast City Charter in accordance with Article IX of the Palm Coast City Charter and Section 166.031, Florida Statutes; and;

WHEREAS, the City Council finds that the proposed ballot questions and summaries should be submitted to the City electorate for its consideration and final approval or disapproval; and;

WHEREAS, the City Council of the City of Palm Coast desires to put to a vote of the citizens the issue of whether the Charter should be changed as proposed by the City Council following the afore described public process; and

WHEREAS, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its Charter, which amendments may be to any part or all of its Charter; and

WHEREAS, Article IX of the City Charter provides that amendments to the Charter may be submitted to the electors by a majority vote of the Council members, and if the proposed amendments are approved by a majority of the electors, the amendments shall become law; and

WHEREAS, the City Council of the City of Palm Coast, Florida, hereby finds this Ordinance to be in the best interest of the public health, safety, and welfare of the citizens of Palm Coast.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PALM COAST THAT:

SECTION 1. REFERENDUM ELECTION. The City Council of the City of Palm Coast, pursuant to Section 166.031 Florida Statutes, hereby proposes and approves amendments to the Charter of the City of Palm Coast, which proposed amendments to the Charter of the City of Palm Coast to be submitted to the electorate for consideration, which proposed amendments and the complete text thereof, as amended, are set forth in Section 2 below. Additions are shown with double underlining, deletions are shown with strike through type, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged. Each question shall be voted on separately and approved or disapproved based on its own merit. Such referendum election shall be held in conformity with the laws of the State of Florida. The Supervisor of Elections of Flagler County is to coordinate all matters of said referendum election with the Palm Coast City Clerk, pursuant to the Interlocal Agreement between the City and the Supervisor of Elections.

SECTION 2. AMENDMENT TO CITY CHARTER. The form of the ballot for the Charter Amendments proposed in this Ordinance shall be as follows:

City Charter Amendment 1:

TITLE:

AMENDING ARTICLE IV, SECTION (7) OF CITY CHARTER REGARDING REMOVAL OF COUNCIL MEMBERS OR MAYOR.

SUMMARY:

Shall Article IV, Section (7) of the City Charter be amended to expand and clarify standards for forfeitures and suspension of the Mayor and City Council members by defining ethics violations under Florida law, establishing additional meeting attendance requirements, and authorizing the City Council, after three formal censures to petition the Governor for suspension or removal of a City Council Member for neglect of duty or malfeasance.

Shall the above-described Charter Amendment be adopted?

Yes _____

No _____

Text Revisions: (Double Underline texts added to the Charter and strikethrough text are removed).

Art. IV, (7) *Vacancies; forfeiture of office; suspension; recall; filling of vacancies.*

(b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;

2. Is convicted of a felony, or enters a plea of guilty or nolo contendere to a crime punishable as a felony, even if adjudication of guilt has been withheld;

3. Is convicted of a first degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or nolo contendere thereto, even if adjudication of guilt has been withheld;

4. Is found to have violated ~~any standard of conduct or code of ethics established by law for public officials~~ the Code of Ethics for Public Officers and Employees, as set for in Part III, Chapter 112, Florida Statutes by the Florida Commission of Ethics, or violated any adopted City Council standard of conduct and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or

5. Is absent from three (3) consecutive regular Council meetings, or from six meetings within a twelve (12) - month calendar year, without being excused by the Council. For purposes of this subsection "meetings" include City Council business meetings and City Council workshops.

(c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or issuance of an information charging the Council member or Mayor with any crime which is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:

1. During the period of suspension, the Mayor or the Council member shall not perform any official act, duty, or function, or receive any allowance, emolument, or privilege of office.

2. If the Mayor or the Council member is subsequently found not guilty of the charge, or if the charge is otherwise dismissed or altered so that suspension would no longer be required as provided herein, the suspension shall be lifted by the Council, and the Council member or

Mayor shall be entitled to receive full back allowances and such other emoluments or as he/she would have been entitled to had the suspension not occurred.

(d) Request for Removal by Governor. The Council may, by a supermajority vote of its members, formalize a request to the Governor of the State of Florida to remove or suspend the Mayor or any other Council member from office. Such a request may be initiated for persistent misconduct or recurring violations of the public trust not otherwise specifically enumerated in subsections 7(b) or 7(c) of this Charter.

The threshold for such a request shall be the issuance of three (3) formal censures against the official within a single calendar year. Each censure shall require approval by a majority vote of the Council members present and voting. Upon the issuance of the third censure within a calendar year, the Council may determine that the official's conduct constitutes "neglect of duty" or "malfeasance" under Florida law, justifying a formal petition to the Governor for suspension or removal.

City Charter Amendment 2:

TITLE:

AMENDING CITY CHARTER ARTICLE IV (7)(e) PROCEDURES FOR FILLING CITY COUNCIL VACANCIES AND SPECIAL ELECTIONS.

SUMMARY:

Shall Article IV(7)(e) of the City Charter be amended to revise vacancy procedures? If a vacancy occurs with over 18 months remaining in a term, a special election is required within 90 days. If a vacancy occurs within 60 days or less of a general election, a special election must be called within 90 days following that general election.

Shall the above-described Charter Amendment be adopted?

Yes _____

No _____

Text Revisions: (Double Underline texts added to the Charter and strikethrough text are removed).

Article IV, (7)(e) Filling of vacancies.

(1) If, for any reason other than recall or assuming the office of Mayor, a vacancy occurs in the office of any council seat within the first two years of a term the office shall be filled by appointment within 90 days following the occurrence of such vacancy by majority vote of the remaining Council members. If said vacancy occurs within six (6) months of the next regularly scheduled election, the remaining Council members may delay the appointment. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the remaining two years of the original term, thus continuing the original staggering of district seats. However, the following administrative and timing guardrails shall apply:

(a) 18-Month Rule: Notwithstanding the above, if at the time the vacancy occurs there are more than eighteen (18) months remaining before the next regularly scheduled election, the Council shall call a special election within 30 days to fill the vacancy for the remainder of the unexpired term. Such special election shall be held as soon as practicable, but no later than ninety (90) days after the vacancy occurs, subject to the availability and scheduling capacity of the Supervisor of Elections in accordance with Section 100.151, Florida Statutes and the notice and certification requirements of Florida law.

(b) Ballot Deadline Guardrail: In the event a vacancy occurs too late for the seat to be legally certified to the general election ballot under Florida law (including the 60-day certification deadline), the Council shall call for a special election within ninety (90) days after the general election to fill the seat for the remainder of the unexpired term, subject to the availability and scheduling capacity of the Supervisor of Elections in accordance with Section 100.151, Florida Statutes.

2. If, for any reason other than recall or assuming the office of Mayor, a vacancy occurs in the office of any Council seat within the last two years of a term, the office shall be filled by appointment within 90 days following the occurrence of such vacancy by majority vote of the remaining Council members. If said vacancy occurs within six (6) months of the next regularly scheduled election, the remaining Council members may delay the appointment. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term. However, if at the time the vacancy occurs there are more than eighteen (18) months remaining before the next regularly scheduled election, the Council shall call a special election to fill the vacancy for the remainder of the unexpired term. Such special election shall be held as soon as practicable, but no later than ninety (90) days after the vacancy occurs, and subject to the scheduling capacity of the Supervisor of Elections in accordance with Section 100.151, Florida Statutes and the notice and certification requirements of Florida law.

City Charter Amendment 3:

TITLE:

AMENDING THE CITY CHARTER TO INCREASE CITY COUNCIL'S UNFUNDED CONTRACTING AUTHORITY TO \$30,000,000.00.

SUMMARY:

Shall Art. VI (3) (e) of the City Charter be amended to increase the Council's unfunded contracting authority from \$15,000,000.00 to \$30,000,000.00 and extend the term from 36 months to 30 years? Unfunded multi-year or lease-purchase contracts exceeding these limits shall require voter approval via referendum. The \$30,000,000.00 threshold shall be adjusted annually for inflation (CPI), rounded to the nearest \$1,000.00

Shall the above-described Charter Amendment be adopted?

Yes _____

No _____

Text Revisions: (Double Underline texts added to the Charter and strikethrough text are removed).

Article VI, (3) (e) Limitations to Council's Contracting Authority.

e) Limitations to Council's Contracting Authority. Unless authorized by the electors of the City at a duly held referendum election, the Council shall not enter into lease-purchase contracts, or any other unfunded multiyear contracts, the repayment of which: extend in excess of 36-30-months years; or exceeds \$15,000,000.00-\$30,000,000.00. As of each October 1 thereafter, the amount of the "Contracting Limit" in effect shall be adjusted to reflect the percentage change in the Consumer Price Index (U.S. City Average All Workers) by using the most recent available information for the prior 12 month period. This adjustment shall be calculated using the most recent available data for the preceding 12-month period. The adjusted amount shall be rounded to the nearest \$1,000 and shall serve as the effective Contracting Limit for the following fiscal year.

SECTION 3. The proposed amendments, the ballot titles and summaries of the proposed amendments to the Charter, as contained in this Ordinance, shall appear on the ballot in the form of questions as set forth in Section 2 of this Ordinance.

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance.

SECTION 5. CONFLICTS. All prior ordinances and resolutions or parts thereof in conflict with this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

SECTION 7. EFFECTIVE DATE OF CHARTER AMENDMENTS. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon their approval following election of the electors of the City of Palm Coast in accordance with Section 166.031, Florida Statutes, and Article IX of the City Charter. If the electors reject an amendment, the rejected amendment shall not take effect. The City Clerk is hereby directed, upon adoption of the revised Charter, to renumber the Charter to logically organize all Charter amendments, and to promptly file the revised Charter with the State of Florida, Department of State, as required by Section 166.031, Florida Statutes.

APPROVED upon first reading on the 19th day of May 2026.

Adopted on the second reading after due public notice and hearing on this 2nd day of June 2026.

ATTEST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY:

MARCUS DUFFY, ESQ.
CITY ATTORNEY



**THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164**

**BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)**

**Meeting Date: 6/2/2026
Ordinance Number: 2026-XX
Posted To Webpage: 5/19/2026**

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM, COAST, FLORIDA, SUBMITTING TO THE ELECTORS OF PALM COAST PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF PALM COAST WHICH SHALL BE CONSIDERED BY BALLOT; PROVIDING BALLOT TITLES AND SUMMARIES FOR THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR DIRECTION TO THE CITY CLERK; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE APPROVED AMENDMENTS.

The sections below are not required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

- ☐ 1. Ordinances required for compliance with federal or state law or regulation;
- ☐ 2. Ordinances relating to the issuance or refinancing of debt;
- ☐ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
- ☐ 5. Emergency ordinances;
- ☐ 6. Ordinances relating to procurement; or
- ☐ 7. Ordinances enacted to implement the following:

___ a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

___ b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the county;

___ c. Sections 190.005 and 190.046;

___ d. Section 553.73, relating to the Florida Building Code; or

___ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Palm Coast.)

The public purpose of this Ordinance is to provide the electorate of the City of Palm Coast the opportunity to consider and vote upon proposed amendments to the City Charter.

Part II. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Palm Coast:

(fill out subsections a-c as applicable, if not applicable write “not applicable”)

- (a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted: N/A
- (b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible: N/A
- (c) An estimate of the City of Palm Coast’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A
- (d) Does this proposed ordinance have a direct impact on affordable housing? If so, explain.

Part III. Good faith estimates of the number of businesses likely to be impacted by the ordinance. N/A

Part IV. Additional Information (if any): N/A

City of Palm Coast, Florida Agenda Item

Agenda Date: June 2, 2026

Agenda Item:

.1

Department	COMMUNITY DEVELOPMENT	Amount	\$97,000.00
Division	ECONOMIC DEVELOPMENT	Org/Account #	21802600-034000
Subject: SR 100 COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-XX APPROVING A CONTRACT WITH KIMLEY HORN FOR THE COMPREHENSIVE PERFORMANCE AND STRATEGIC EVALUATION OF THE STATE ROAD 100 COMMUNITY DEVELOPMENT			
Presenter: Craig McKinney, Economic Development Manager			
Attachments: 1. RESOLUTION 2. DRAFT CONTRACT 3. NOTICE OF INTENT TO AWARD 4. EXECUTIVE SUMMARY			
Background: Council Priority: Create a strong resilient community and ensure sustainable economic growth. <u>UPDATED BACKGROUND FROM THE MARCH 3, 2026, BUSINESS MEETING:</u> This item was heard by City Council on March 3, 2026. Council requested staff negotiate the scope of services further with Kimley Horn to reduce the contract amount and be more specific as to the services to be provided. Staff negotiated a revised scope of services with the vendor. The following tasks were revised: Project Kick-off and Performance Evaluation, CRA Redevelopment and Market Evaluation, CRA and TIF Revenue Analysis and Strategic Plan Update and Prioritization as negotiated. The revised scope of services and cost are attached to this agenda item. <u>ORIGINAL BACKGROUND FROM THE MARCH 3, 2026, BUSINESS MEETING:</u> The State Road 100 Community Redevelopment Area (CRA) was established in 2004 to address slum, blight and stimulate investment. With the CRA planned to sunset in FY 2034, there are approximately eight (8) years remaining to maximize its Tax Increment Fund (TIF) impact and fulfill its redevelopment goals. To ensure the CRA is on the most effective fiscal and strategic trajectory, the City issued an RFP on November 19, 2025, for a Comprehensive Performance and Strategic Evaluation. Two bids were received that were deemed responsive and responsible. Following a competitive selection process involving five (5) evaluation criteria—including relevant experience, methodology, and cost—Kimley-Horn and Associates, Inc. was identified as the top-ranked firm. The funding for these services is included in the Fiscal Year 2026 SR 100 CRA Budget.			

Source of Funds Worksheet FY 2026/2027

SR100 Community Redevelopment Agency: \$157,575.00

Total Expended/Encumbered to Date: \$17,583.00

Pending Work Orders/Contracts: \$0.00

Current (WO/Contract): \$97,000.00

Balance: \$42,992.00

Recommended Action:

ADOPT SR 100 COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-XX APPROVING A CONTRACT WITH KIMLEY HORN FOR THE COMPREHENSIVE PERFORMANCE AND STRATEGIC EVALUATION OF THE STATE ROAD 100 COMMUNITY DEVELOPMENT

RESOLUTION 2026-_____
STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY
CONTRACT WITH KIMLEY HORN

A RESOLUTION OF THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, PALM COAST, FLORIDA, APPROVING THE CONTRACT WITH KIMLEY HORN FOR THE COMPREHENSIVE PERFORMANCE AND STRATEGIC EVALUATION OF THE STATE ROAD 100 COMMUNITY DEVELOPMENT AREA; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kimley Horn desires to provide a Comprehensive Performance and Strategic Evaluation of the State Road 100 Community Development Area; and

WHEREAS, the State Road 100 Corridor Community Redevelopment Agency (SR100 CRA) desires to contract with Kimley Horn for the above referenced service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, ACTING AS THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY BOARD:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the State Road 100 Corridor Community Redevelopment Agency.

SECTION 2. APPROVAL OF THE CONTRACT. The State Road 100 Corridor Community Redevelopment Agency hereby approves the contract with Kimley Horn for the Comprehensive Performance and Strategic Evaluation of the State Road 100 Community Development Area, as attached hereto and incorporated herein by reference as Exhibit "A." The State Road 100 Corridor Community Redevelopment Agency hereby finds and determines that this Contract has been accomplished in accordance with the applicable City Purchasing Policies and controlling law relating to the purchasing activities of the City.

SECTION 3. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Master Services Agreement for

changes totaling less than \$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Services Agreement on behalf of the City for any other changes that may be necessary.

SECTION 4. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreement as depicted in Exhibit "A."

SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the State Road 100 Corridor Community Redevelopment Agency of the City of Palm Coast, Florida, on this 2nd day of June 2026.

ATTEST:

STATE ROAD 100 CORRIDOR
COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF PALM
COAST, FLORIDA

KALEY COOK, CITY CLERK

MICHAEL NORRIS, CHAIRMAN

APPROVED AS TO FORM AND LEGALITY:

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" – Contract Kimley Horn

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 2026 ("Effective Date"), between Kimley-Horn and Associates, Inc. whose primary place of business is 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, FL 32258 ("SUPPLIER") and the SR100 Community Redevelopment Agency (CRA) a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164. CRA and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CRA desires to procure **Comprehensive Performance & Strategic Evaluation SR100 Community Redevelopment Area** from a competent and qualified supplier and has conducted a formal Request for Proposals# RFP-ED-26-16 (RFP) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CRA, responded to the RFP and desires to render said services to CRA in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CRA and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

- A. Work Order/Services.** This Agreement standing alone does not authorize performance of Services or require CRA to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CRA and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CRA as described herein; to keep CRA advised of the progress of the work; to provide CRA with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CRA that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.
- B. Quality of Services.** SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CRA, and hereby represents to CRA, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CRA Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CRA, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CRA on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.
- C. Schedule/Delivery.** Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CRA. SUPPLIER and CRA agree to make every effort to adhere to the schedules as described in each Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CRA

or by any other supplier employed by CRA, the time of completion shall be extended for such reasonable time as the CRA may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CRA immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CRA, SUPPLIER shall submit to CRA detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CRA hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CRA for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CRA personnel.
- F. Replacement of SUPPLIER Personnel.** CRA reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CRA. In no event shall performance of the Services be delayed or shall CRA be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CRA or not.
- G. CRA Premises.** At all times while on CRA'S premises, SUPPLIER shall comply with all rules and regulations of CRA. SUPPLIER shall be responsible for its employees and agents while on CRA'S premises.
- H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CRA and any proprietary rights thereto, shall be the property of CRA. SUPPLIER agrees to assign, and does hereby assign, to CRA all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CRA all such further papers as may be necessary to enable CRA to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CRA. SUPPLIER grants to the CRA a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CRA under this Agreement.
- I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CRA shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CRA.

2. COMPENSATION:

- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CRA shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CRA.

- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CRA, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CRA issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the CRA's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CRA is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CRA shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CRA with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CRA and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.70; payments shall be made by CRA to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CRA, provide CRA with a financial reconciliation of funds paid by CRA and tasks completed or partially completed.
- E. Taxes.** Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

3. TERM AND TERMINATION:

- A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of one (1) year. Following the initial term and at the sole option of CRA, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CRA.

- i. Termination Without Cause. CRA may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CRA may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CRA unless such notice expressly provides otherwise.
- ii. Termination for Cause. CRA may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
 1. If, in CRA'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
 2. If, in CRA'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CRA, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CRA; or
 3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
 4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the CRA Code of Conduct.

- iii. Except where CRA terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CRA and any CRA approved expenses irrevocably committed prior to the effective date of termination. CRA shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CRA be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.
- iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CRA all materials provided by CRA to SUPPLIER and all CRA materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CRA in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. Termination By SUPPLIER. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CRA commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

- i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.
- ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
- iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
- iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
- v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CRA'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
- vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the CRA. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CRA may have, CRA reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CRA to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CRA of the right to reject any previous or future non-conforming Services.

- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CRA and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. **Indemnification.** SUPPLIER shall indemnify and hold harmless CRA, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.
- B. **Sovereign Immunity.** CRA expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of CRA as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CRA prior to filing suit or otherwise pursuing legal remedies.
 - B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
 - C. In the event that the CRA'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CRA. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
7. **ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CRA, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. **AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CRA or CRA'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CRA'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CRA under the terms of this Agreement, SUPPLIER shall refund such overpayment to CRA within thirty (30) days of notice by CRA. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. **AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

- 10. CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.
- 11. COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and CRA laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:
- A. Discrimination/ADA.** SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CRA. SUPPLIER shall certify, upon request by CRA, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
 - B. Drug Free Workplace.** SUPPLIER shall certify, upon request by CRA, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.
 - C. Immigration.** CRA shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. CRA shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.
 - D. Scrutinized Companies.** Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If CRA determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, CRA will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The CRA reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.
 - E. Contractor Preference.** Pursuant to Section 287.05701, F.S., the CRA cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:
 - a. The Contractor's political opinions, speech, or affiliations;
 - b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
 - c. The Contractor's lawful ownership of a firearm;
 - d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
 - e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
 - f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
 - g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
 - h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

F. Conflict of Interest.

- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
- ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CRA employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CRA.
- iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFP and all submissions prepared by SUPPLIER in response to the RFP are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CRA'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. E-VERIFY REGISTRATION AND USE. Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the CRA. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CRA of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a

public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to CRA incurred as a result of the termination of this Agreement in accordance with this section.

16. EXCLUSIVITY. The Parties agree that CRA hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CRA is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CRA has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. INDEPENDENT CONTRACTOR. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CRA for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CRA'S officers and employees either by operation of law or by CRA.

18. INTERPRETATION. This Agreement is the result of bona fide arms length negotiations between CRA and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CRA:

City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:

Mark Shelton, Vice President
Kimley-Horn and Associates, Inc.
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, FL 32258

20. ORDER OF PRECEDENCE. In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. PUBLIC RECORDS LAW.

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CRA to perform the Services herein; and
- ii. Upon request from CRA'S custodian of public records, provide CRA 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, F.S. or as otherwise provided by law; and
- iii. 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 the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CRA; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CRA all public records in possession of SUPPLIER or keep and maintain public records required by CRA to perform the Services herein. If SUPPLIER transfers all

public records to CRA upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CRA, upon request from CRA'S custodian of public records, in a format compatible with the information technology systems of CRA.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CRA. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CRA. A contractor who fails to provide the public records to CRA within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CRA, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CRA'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CRA under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CRA with executed copies of all subcontracts.

24. WAIVER. The failure of CRA to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CRA hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CRA.

COMMUNITY REDEVELOPEMENT AGENCY

By: _____

Print: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER

By: _____
(Authorized Signatory)

Print Name: _____

Title: _____

Date: _____

Exhibits

A - Work Order Template Form

B - Insurance Requirements



Work Order # _____ PO# _____ Project Mgr. _____

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: \$ _____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (choose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. **PRICING** (choose one): _____ ATTACHED _____ INCLUDED IN CONTRACT.
4. **SCHEDULE** (choose one): _____ AS NEEDED BASIS _____ SHALL BE COMPLETED BY - ____/____/20____
5. **DESCRIPTION OF SERVICES** (choose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ No _____ Yes If yes, identify: _____
7. **ORG CODE** _____ **OBJ CODE** _____ **PROJECT CODE** _____ **VENDOR #** _____
8. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

SUPPLIER APPROVAL

CITY APPROVAL

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: City Manager or Designee

Date: _____

Date: _____

Email: _____

BPO Use Only:

Req # _____

Requisition Creator _____

Select one: _____ New PO _____ Increase to Existing P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. **COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	
General Aggregate (per project)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS	
Each Occurrence Bodily Injury and	\$1,000,000.00
Property Damage Liability Combined	

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.



May 12, 2026

Mr. Caig McKinney
Economic Development Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Re: City of Palm Coast Comprehensive Performance and Strategic Evaluation of the State Road 100 Community Redevelopment Area - Professional Services Agreement

Dear Mr. McKinney:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Palm Coast ("Client") for providing Comprehensive Performance and Strategic Evaluation of the State Road 100 Community Redevelopment Area (CRA Update).

Project Understanding

The City of Palm Coast (City) desires to have its State Road 100 Corridor Community Redevelopment Area Plan ("SR100 CRA") evaluated and updated (the "Project") pursuant to their request RFP #-ED-26-16. The current SR100 CRA was established in 2004 to address the City's economic vitality and to stimulate private investment within the SR100 CRA boundaries. The SR100 CRA was last updated in 2018 and is currently scheduled to sunset in FY 2034. The city now desires to employ the services of Kimley-Horn and Associates, Inc. ("KH") to assist in the update of the SR100 CRA Plan. The City and KH now desire to enter into this Agreement for services. The specific scope of services is described in greater detail in the following sections:

Scope of Services

Kimley-Horn will perform the professional services described in the Scope of Services below.

Phase 1 – Kick-off and Performance Review

Task 1.1 - Project Kick-Off/Data Collection/Coordination

Consultant will attend one kick-off meeting with City staff to begin the project. The kick-off meeting will be conducted to identify Project needs, Consultant responsibilities, preliminary schedules and key City contacts. Prior to the meeting, the Consultant will identify data and information needs for the review and update of SR100 CRA. The City will provide the Consultant with data and information necessary to effectively and accurately assess the performance, achievements, and continuing needs of the CRA.

Additionally, the City will provide the Consultant with available and relevant GIS shapefile information, to include the community redevelopment district boundaries.

Deliverable: Meeting summary notes from kickoff meeting.

Task 1.2 – Bi-weekly Coordination Meetings and Progress Tracking

The Consultant shall establish bi-weekly conference calls with the Client to discuss progress and the schedule. As part of this task, the Consultant shall provide a monthly progress report summarizing, at a minimum, the following:

- Research and data source updates
- Milestones list, with anticipated actual dates of completion
- Upcoming tasks and associated required preparation
- Anticipated project issues and strategies for solutions

Deliverable: Bi-weekly meeting schedule and monthly progress reports.

Task 1.3A – Data Review and Analysis

The second task will consist of a review assessing the performance, achievements, and continuing needs of the CRA based on the original goals identified in the 2004 State Road 100 CRA Master Plan. Data and analysis will include review of capital projects, public/private development and government programs based on data and resources provided by the City pursuant to Task 1.1 and a desktop review of information readily available online. This task will include benchmarking CRA activities against best practices and statutory requirements.

Task 1.3B – Comprehensive CRA Performance Audit Report

Based on information gathered in Tasks 1.1 and 1.3A, the Consultant shall prepare a draft Comprehensive CRA Performance Audit report for review by the City based on the findings of Task 1.3A.

The City will review the draft report and provide a consolidated set of comments to the Consultant. The Consultant shall make up to two revisions based on up to two rounds of comments from the City before finalizing the Comprehensive CRA Performance Audit Report.

Deliverables: Draft and Final Comprehensive CRA Performance Audit Report.

Phase 2 – CRA Redevelopment and Market Evaluation

The Consultant will collect and analyze socioeconomic, real estate, and property value data that directly affects the economic opportunities of the district.

Task 2.1 – CRA Redevelopment and Markets Evaluation**A. Socioeconomic Analysis**

The Consultant will analyze population and employment trends for a defined competitive trade area and compare these trends with Flagler County and the larger region. The Consultant will initiate the economic and market feasibility process with an analysis of population and household trends by age and income for a custom-defined trade area around the CRA. Socioeconomic trends will be presented for the CRA, the trade area, and compared to the larger region.

Additional background data from local resources will be used to confirm demographic trends and prepare forecasts that will guide supportable growth recommendations for the CRA. Employment trends by industry for the trade area will be reviewed to identify sectors experiencing the strongest growth. A comparison of at-place employment and employed trade area residents will determine the level of worker inflow and outflow. Major employers will be identified for the CRA and the City and planned private investments that could impact the amount and distribution of employment will be profiled.

B. Real Estate Market Analysis

The Consultant will review residential, retail, office and industrial real estate performance to identify development potential in the area. Our team will combine quantitative demographic, economic, and real estate data with qualitative research to identify future development and/or redevelopment opportunities. Qualitative research will be gathered through a series of stakeholder interviews with community leaders, area businesses, local civic and cultural organizations, and educational and non-profit anchors. Research will also be conducted to identify economic and market forces impacting the competitive trade area, including major public and private investments.

Key performance metrics, including absorption, vacancy, and lease rates will be compared to other jurisdictions in the larger region for each of the different real estate sectors. The result will be supportable commercial and residential development over the forecast period which will be determined and mutually agreeable between the City and the Consultant. These findings will support the selection of catalytic sites and inform creation of the master plan.

C. Catalytic Site Identification

The Consultant will leverage socioeconomic factors and real estate market performance to identify and evaluate key sites that would support future growth and development. Quantitative data analyzed as part of this process, as well as quantitative data obtained through community feedback, will be incorporated into a summary of strengths, weaknesses, opportunities, and threats (SWOT) for the CRA. The SWOT analysis will help guide the formation of a strategic direction for the master planning process and will identify key competitive advantages. The

SWOT analysis will be leveraged as an important tool to guide the identification of up to three (3) key catalytic sites within the CRA. Sites will be reviewed based on location, visibility, access, and proximity to water, sewer, and essential services. Supportable strategies for land uses will be identified.

Task 2.2 – Market Assessment and SWOT Report

The Consultant shall prepare a draft Market Assessment and SWOT Report for review by the City. The City will review the draft report and provide a consolidated set of comments to the Consultant. The Consultant shall make up to two revisions based on up to two rounds of comments from the City before finalizing the Market Assessment and SWOT Report.

Deliverables: Draft and Final Market Assessment and SWOT Report

Phase 3 - CRA and TIF Revue Analysis

Task 3.1 – TIF Analysis

The Consultant will prepare a tax increment finance (TIF) analysis review of the existing CRA boundary for the CRA plan update through its current sunset year and for an extended sunset year. Specifically, our team will:

- A. Identify key market factors including forecasting how development may occur based on an agreed upon methodology including identification of key assumptions. The Consultant will schedule one (1) virtual conference call to review and identify the proposed methodology with City staff.
- B. In preparation for the Assessment of the CRA including the TIF analysis, the Consultant will schedule and attend one (1) site visit with City staff. The Consultant will view and summarize existing buildings/sites via a visual inspection (limited to readily observable conditions only). It is understood that property data including year(s) constructed, condition of structures and similar will be obtained from the County Property Appraiser data; no independent analysis, valuation or condition assessment will be undertaken as part of this task. The Consultant will work with the City/CRA to review previously prepared assessments of property using that information as a baseline as available.
- C. Prepare a baseline TIF analysis (existing conditions) using current year information obtained from the County Property Appraiser and or the CRA and identify opportunities to expand the tax base. It is understood this includes a listing of potential catalyst projects developed in the previous Task, CRA incentives and policies (existing and potential) and review of other CRA programs which may be considered by the CRA for inclusion / further analysis. Specific to the TIF analysis, KH will provide two (2) scenarios: 1. existing CRA boundary for the CRA plan update through its current sunset year, and 2. existing CRA boundary for the CRA plan update

through a proposed extended sunset year.

- D. As part of its TIF and Market Assessment, the Consultant will identify potential funding options including issuing bonds, tax increment financing and strategies, and attracting grants and other revenue sources. KH will prepare an identification of possible, available grants (note, the actual preparation of grants is not included in this task but can be provided as an additional service).

Task 3.2 – TIF Revenue Analysis Report

The Consultant shall prepare a draft TIF Revenue Analysis for the existing boundary under the current sunset year and a TIF Revenue Analysis for the existing boundary based on an extension of the sunset year for review by the City. The City will review the draft analysis and provide a consolidated set of comments to the Consultant. The Consultant shall make up to two revisions based on up to two rounds of comments from the City before finalizing the TIF Revenue Analysis.

Deliverable: Draft and Final TIF Revenue Analysis for the Existing CRA Boundary Based on the Current and Proposed Sunset Year.

Phase 4 Strategic Plan Update and Prioritization

Task 4.1 - Plan Update and Prioritization

The Consultant will synthesize findings from previous tasks into a Strategies Action Framework, including CRA Plan amendment recommendations, options, and prioritized initiatives. Taking into consideration the goals of the original SR100 CRA Master Plan, the Consultant will develop a gap analysis based on the progress and performance of the plan and outline outstanding efforts still needed to achieve those goals. Through this review, the Consultant will produce a matrix to identify regulations and policies that may need to be updated to achieve the visions and goals identified in the 2004 SR100 CRA Master Plan.

Based on the Market and TIF analysis findings, the Consultant will create a prioritized matrix of recommendations, including CIP projects, that will best serve the goals of the CRA and the Community. The Framework will focus on strategies to maximize outcomes and community impacts over the remaining eight years of the CRA.

As part of this task, the Consultant will identify alternative funding strategies within multiple categories. A matrix of funding strategies of potential funding pursuits that will assist in offsetting the cost of specific projects will be provided. The matrix will provide information such as the name of the funding source, a description of the possible use of funds, the grant or loan, specific terms and conditions, as well as the next deadline for submittal.

Task 4.2 – CRA Plan Amendment Recommendations The City will review the draft Strategic Plan Update and Prioritization Recommendations and provide a consolidated set of comments to the

Consultant. The Consultant shall make up to two revisions based on up to two rounds of comments from the City before finalizing the CRA Plan Amendment Recommendations.

Deliverables: Draft and Final CRA Plan Amendment Recommendations

Phase 5 CRA Board Presentation

Task 5.1 – CRA Board Presentation

The Consultant will present the CRA Plan Amendment Recommendations at up to one (1) CRA Board meeting. The presentation will include background on the CRA based on previous tasks and will be provided in PowerPoint format.

The draft presentation will be provided to the City for review a minimum of two (2) weeks prior to the CRA Board meeting.

Deliverable: CRA Board Presentation Deck (PowerPoint)

Task 6 – Additional Services

Any services not specifically provided for in the above scope will be considered as additional services and can be performed at our then hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

1. Additional site visits beyond those listed above.
2. Finding of Necessity (FON) for CRA expansion areas.
3. Any other professional consulting service not specifically detailed in the Scope of Services.
4. Meetings, workshops, public hearings and similar beyond those identified above.
5. Infrastructure analysis beyond that referenced in the above scope of services.
6. GIS information creation, analysis or manipulation of data, or the creation of infrastructure information from non-GIS sources.
7. Additional revisions beyond those referenced in the above scope of services.
8. Any additional community planning, urban design, economic and engineering studies and codes other than prescribed in this scope.
9. Development review including the review of "test cases".
10. Transportation analysis and modeling.
11. Development of design and/or architectural standards.
12. Additional reproduction needs for draft/final documents referenced in the above scope of services.

Information Provided by Client

Kimely-Horn shall be entitled to rely on the completeness and accuracy of all information provided by

the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following: SR100 CRA Annual Reports, a list of 5-Year Capital Improvement Plan projects within the CRA, City Charter provisions related to bonds and other related documents specifically identifying those areas to be addressed as part of the update.

Schedule

Kimley-Horn will provide our services to meet a mutually agreed to schedule.

Fee and Expenses

The Consultant will perform the services described in the Scope of Services for the total fee shown below inclusive of expenses. Individual task amounts are informational only. If the services requested exceed the allotted budget, a change order will be requested prior to undertaking services.

	Task	Description	Fee
		Project Kick-off and Performance Evaluation	
Task 1	1.1	Project Kick-off/Data Collection/Coordination	\$3,785
	1.2	Bi-Weekly Coordination Meetings and Progress Tracking	\$4,335
	1.3A	Data Review and Analysis	\$10,645
	1.3B	Comprehensive CRA Performance Audit Report	\$3,545
	Task 1 Total		\$22,310
		CRA Redevelopment and Market Evaluation	
Task 2	2.1	CRA Redevelopment and Market Evaluation	\$19,783
	2.2	Market Assessment and SWOT	\$3,514
	Task 2 Total		\$23,297
		CRA and TIF Revenue Analysis	
Task 3	3.1	TIF Analysis	\$16,405
	3.2	TIF Revenue Analysis Report	\$3,270
	Total Task 3		\$19,675
		Strategic Plan Update and Prioritization	
Task 4	4.1	Plan Update and Prioritization	\$15,115
	4.2	CRA Plan Amendment Recommendations	\$6,370

	Task	Description	Fee
	Task 4 Total		\$21,485
		CRA Board Presentation	
Task 5	5	CRA Board Presentation	\$4,550
	Task 5 Total		4,550
		Expenses	\$5,453
		Total Lump Sum Fee	\$96,770

Lump sum and hourly fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice. All application, and similar project fees will be paid directly by the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. The Client may authorize Kimley-Horn to proceed with individual project phases separately.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Palm Coast.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Mark Shelton, AICP
Vice President

City of Palm Coast, Florida



Kristen D. Reed, AICP
Project Manager

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including in-house reproduction, postage, supplies, digital data storage and security, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its Services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's Services or any defect or noncompliance in any aspect of the Project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for Services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the Project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the Services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no rights in the Intellectual Property to Client, unless otherwise agreed to in writing. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's Services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the Terms of Service set forth at <https://www.khtsinc.com/terms-of-service/> which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's Services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services

under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. An increase to this limitation of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Professional Liability Insurance.** Kimley-Horn will maintain a professional liability insurance policy for the Services provided by Kimley-Horn during the course of this Agreement.
- 13) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 14) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 15) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 16) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's Services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its Services until the hazardous substance or condition is eliminated.
- 17) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 18) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 19) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the Project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its Services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 20) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- (21) PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN
MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES
RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful Proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. **Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.**

Kimley-Horn and Associates, Inc.
Name of Proposer
Mark Shelton, AICP, Vice President
Name and Titles of Authorized Representative(s)

Signature(s)
12/11/25
Printed Date



January 8, 2026

Financial Services Department Budget and Procurement Office
160 Lake Avenue
Palm Coast, FL 32164

**RE: Comprehensive Performance and Strategic Evaluation of the State Road 100 Community
Redevelopment Area, RFP-ED-26-16, CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Kimley-Horn and Associates, Inc. [insert contractor company name]
does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full
compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified
through the E-Verify system.

A true and correct copy of Kimley-Horn and Associates, Inc. [insert contractor
company name] proof of registration in the E-Verify system is attached to this Affidavit.


Print Name: Mark Shelton, AICP

Title: Vice President

Date: 01/08/2026

STATE OF FLORIDA

COUNTY OF Duval

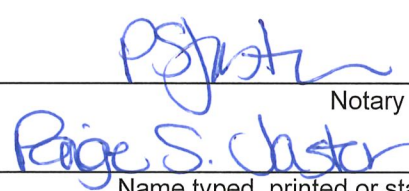
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐
online notarization this 11th day of December, 2025 by

Paige S. Jaster [name of officer or agent, title of officer or agent] of
Kimley-Horn and Associates [name of contractor company
acknowledging], a _____ [state or place of incorporation] corporation, on behalf of
the corporation. He/she is personally known to me or has produced _____
[type of identification] as identification.

[NOTARY SEAL]



PAIGE S. JASTER
Notary Public
State of Florida
Comm# HH591136
Expires 9/9/2028


Notary Public
Name typed, printed or stamped

My Commission Expires: 9.9.2028

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Kimley-Horn and Associates, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true

Printed Name: Mark Shelton, AICP

Title: Vice President

Signature: 

Date: 12/11/2025

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Duval

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Kimley-Horn and Associates, Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

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

Date: 01/08/2026

Signed: 

Entity: Kimley-Horn and Associates, Inc.

Name: **Mark Shelton, AICP**

Title: Vice President

Sworn to (or affirmed) and subscribed before me this 11th day of December, 2025 by .

Notary Signature



PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ✓

OR Produced Identification _____

Type of Identification Produced _____



PAIGE S. JASTER
Notary Public
State of Florida
Comm# HH591136
Expires 9/9/2028



Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: Comprehensive Performance and Strategic Evaluation of the SR 100 Community Redevelopment Area - RFP-ED-26-16

Date: 1/15/2026

Appeal Deadline: Appeals must be Filed by 5:00 PM on 1/20/2026

Firm	Final Ranking
Kimley-Horn and Associates, Inc. Daytona Beach, FL	1
Redevelopment Management Associates Pompano Beach, FL	2

The intent of the City of Palm Coast is to award Comprehensive Performance and Strategic Evaluation of the SR 100 Community Redevelopment Area to Kimley Horn & Associates.

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director

For questions regarding this Notice of Intent to Award please contact: Shannon Nolan, Procurement Coordinator, at sknolan@palmcoastgov.com.

Bid protests shall be resolved in accordance with Section 2-29, Code of Ordinances, City of Palm Coast, Florida.

A proposer may protest the results of this intended award of this Bid within three (3) business days from the posting of this recommendation to award. The proposer must file a written protest explaining in detail the nature of the protest and the grounds upon which it is based.

Failure to file a written protest to the Financial Services Director, Helena Alves (HALves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



please recycle

palmcoastgov.com



RFP-ED-26-16 - COMPREHENSIVE PERFORMANCE AND STRATEGIC EVALUATION OF THE SR 100 COMMUNITY REDEVELOPMENT AREA

Project Overview

Project Details	
Reference ID	RFP-ED-26-16
Project Name	COMPREHENSIVE PERFORMANCE AND STRATEGIC EVALUATION OF THE SR 100 COMMUNITY REDEVELOPMENT AREA
Project Owner	Shannon Nolan
Project Type	RFP
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$0.00 - \$0.00
Project Description	This Request for Proposals is issued for the purpose of the creation of a Comprehensive Performance and Strategic Evaluation of the SR 100 Community Redevelopment Area (CRA).
Open Date	Nov 19, 2025 10:00 AM EST
Intent to Bid Due	Jan 07, 2026 2:00 PM EST



Close Date	Jan 08, 2026 2:00 PM EST
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Highest Scoring Supplier	Score
Kimley-Horn	85.1 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Forms 1 -8	Jan 08, 2026 2:07 PM EST	Shannon Nolan
Proposal	Jan 08, 2026 2:07 PM EST	Shannon Nolan
Addendums 1 & 2 (Signed & Dated)	Jan 08, 2026 2:07 PM EST	Shannon Nolan

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.



Name	Date Signed	Has a Conflict of Interest?
Jose Papa	Jan 09, 2026 8:35 AM EST	No
Shannon Nolan	Jan 08, 2026 2:22 PM EST	No
Stacy Young	Jan 13, 2026 2:02 PM EST	No
Craig McKinney	Jan 12, 2026 10:45 AM EST	No
Michael Vespucci	Jan 08, 2026 3:43 PM EST	No
John Zabler	Jan 08, 2026 2:39 PM EST	No



Project Criteria

Criteria	Points	Description
Forms 1 - 8	Pass/Fail	Forms 1 -8
Proposal	Pass/Fail	Proposal
Relevant Experience and Qualifications	30 pts	Proposer has demonstrated a minimum of five (5) years of experience in Florida community redevelopment, municipal finance, and economic development. Experience includes at least three (3) comparable CRA or urban district evaluations completed within the past five (5) years, with demonstrated expertise in Tax Increment Financing (TIF) modeling, fiscal impact analysis, and strategic plan implementation. Key personnel experience in redevelopment planning, financial analysis, and public engagement. Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10



Approach and Methodology	25 pts	Proposer provided a clear and structured approach. Their methodology demonstrates a strong understanding of the CRA's mission, fiscal framework, and statutory requirements. Proposal outlines the firm's process for data collection, fiscal and TIF analysis, stakeholder engagement, redevelopment prioritization, and presentation of findings. A detailed project schedule, deliverable timeline, and communication plan included. Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Quality of Work Plan and Deliverables	20 pts	Proposer presented a comprehensive work plan that clearly defines project phases, major tasks, deliverables, and review milestones aligned with the City's anticipated schedule. Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10



Schedule and Availability	10 pts	Proposer demonstrated capacity to meet the City's anticipated project timeline from kickoff to final presentation. The proposal includes a detailed schedule identifying key milestones, review periods, and completion dates consistent with the City's target completion of October 2026. Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Cost Proposal	15 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Addenda	Pass/Fail	Addendum Submitted
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Forms 1 - 8	Proposal	Relevant Experience and Qualifications	Approach and Methodology
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 30 pts	/ 25 pts
Kimley-Horn	85.1 pts	Pass	Pass	25.8 pts	22.5 pts
Redevelopment Management Associates (RMA)	76.1 pts	Pass	Pass	26.4 pts	18.5 pts



	Quality of Work Plan and Deliverables	Schedule and Availability	Cost Proposal	Addenda
Supplier	/ 20 pts	/ 10 pts	/ 15 pts	Pass/Fail
Kimley-Horn	17.6 pts	8.4 pts	10.8 pts	Pass
Redevelopment Management Associates (RMA)	14.8 pts	6.8 pts	9.6 pts	Pass

City of Palm Coast, Florida Agenda Item

Agenda Date: June 2, 2026

Agenda Item: M.1

Department CITY CLERK Division CITY CLERK	Amount Org/Account #
Subject: AGENDA WORKSHEET AND CALENDAR	
Presenter:	
Attachments: 1. Agenda Worksheet 2. Calendar	
Background:	
Recommended Action: AGENDA WORKSHEET AND CALENDAR	

	June 9, 2026 Workshop Meeting (9 a.m.)	PRESENTER
Presentation	File of Life Initiative	Commissioner Carney
Presentation	Overview of Property Taxes and TRIM	Financial Services
Presentation	Zoning Dimensional Standards - LDC Chapter 3	Lens, Hanson
Presentation	Conditions for Limited Specific Uses and Activities - LDC Chapter 4	Hanson, Gonzalez, Lens, Doak
Presentation	Glossary - LDC	Planning
Presentation	Review Authority, Enforcement and Procedures - Chapter 2 LDC	Planning
Presentation	Tree Preservation, Buffers - Chapter 11 LDC	Planning
	June 16, 2026 Business Meeting (9 a.m.)	PRESENTER
Proclamation	Parks & Rec Month	Council
Presentation	FCSO	FCSO
Resolution	MSA for Wastewater System Program Management & Engineering Services	Roche
Resolution	Work Order for a Dry Lake Stormwater Preliminary Report	Morales
Resolution	Work Order for Belle Terre Stormwater Park Feasibility Study	Morales
Resolution	City-Wide Floodwise	Morales
Resolution	Work Order for Lehigh Canal Extension Study	Morales
Resolution	Approving Contracts for Multi-Site Pipe Rehabilitation and Replacement	Morales
	June 23, 2026 Optional Workshop (6 p.m.)	PRESENTER
	July 7, 2026 Business Meeting (6 p.m.)	PRESENTER
Resolution	CRA Purchase and Sale of 8.5 Acres	Smith/McKinney
Resolution	YMCA Agreement	Hirst
Resolution	Cultural Arts Facility Master Plan	Gebo
	July 14, 2026 Workshop Meeting (9 a.m.)	PRESENTER
Presentation	Proposed General Fund, Facilities, IT Budget & TRIM Rate Discussion	Financial Services
Presentation	LDC Wrap Up	Nguyen
Presentation	Review of Code Enforcement Sections Related to Animal Control	Grossman
Resolution	Initial Nuisance Abatement	Grossman
Presentation	Annual Report	Gonzalez
Presentation	CDBG Update	Gonzalez
	July 21, 2026 Business Meeting (9 a.m.)	PRESENTER
Appointments	Code Enforcement Board	Cook
Resolution	Adopt Proposed Millage Rate (TRIM Rate)	Financial Services
Ordinance 1st	Magnolia Trace (OARE) MPD Amendment	Papa
Ordinance 1st	Adoption of the LDC	Nguyen
Resolution	Initial Nuisance Abatement	Grossman
Resolution	Flagler Landings Technical Site Plan Tier 3	Hanson
Resolution	Flagler Landings Proportionate Share Agreement	Nguyen
Resolution	City Hall Exterior Modifications	Gebo
	July 28, 2026 Special Budget Workshop (1 p.m.)	PRESENTER
Presentation	Proposed Water and Wastewater Utility, Stormwater, Collection and Sanitation, IT Enterprise & Building Fund Operating Budgets	Financial Services
	August 4, 2026 Business Meeting (6 p.m.)	PRESENTER
Ordinance 2nd	Adoption of the LDC	Nguyen
Ordinance 1st	West Parcel Annexation	Nguyen/Papa
Ordinance 1st	Western Parcel FLUM	Papa
Ordinance 1st	Western Parcel MPD	Papa
Presentation	Western Parcel Abandonment of the DRI	Papa
	August 11, 2026 Workshop Meeting (9 a.m.)	PRESENTER
Presentation	5 Year Capital Improvement Plan, all Capital Funds, Fleet Proposed Budgets	Cote, Roche, Mancill
	August 18, 2026 Business Meeting (9 a.m.) - TENTATIVELY CANCEL - PRIMARY ELECTION DAY	PRESENTER
	August 25, 2026 Budget Workshop (1 p.m.)	PRESENTER
Presentation	Final Proposed Budget for FY 2027 (All Funds)	Financial Services
	September 1, 2026 Business Meeting (6 p.m.)	PRESENTER
Ordinance 2nd	Magnolia Trace (OARE) MPD Amendment	Papa
Resolution	Final Nuisance Abatement	Grossman
Resolution	OKR SAD	Alves

	September 8, 2026 Workshop (9 a.m.)	PRESENTER
Presentation	Cultural Art Grant Recommendation	Hirst/FC3
	September 9, 2026 Budget Hearing (5:15 p.m.)	PRESENTER
	September 15, 2026 Business Meeting (9 a.m.)	PRESENTER
Proclamation	Hispanic Heritage Month	Council
Ordinance 2nd	West Parcel Annexation	Nguyen/Papa
Ordinance 2nd	Western Parcel FLUM	Papa
Ordinance 2nd	Western Parcel MPD	Papa
Resolution	Western Parcel Abandonment of the DRI	Papa
Ordinance 1st	Annexation of Well Sites	Papa/Nguyen
	September 22, 2026 Optional Workshop Meeting (6 p.m.)	PRESENTER
	September 23, 2026 Final Budget Hearing (5:15 p.m.)	PRESENTER
	October 6, 2026 Business Meeting (6 p.m.)	PRESENTER
Resolution	Cultural Art Grant Recommendation	Hirst
Resolution	MOC GMP Amendment	Cote
	October 13, 2026 Workshop Meeting (9 a.m.)	PRESENTER
	October 20, 2026 Business Meeting (9 a.m.)	PRESENTER
	October 27, 2026 Optional Workshop Meeting (6 p.m.)	PRESENTER
	November 3, 2026 Business Meeting (ELECTION DAY)	PRESENTER
	November 10, 2026 Workshop Meeting (9 a.m.)	PRESENTER
	November 17, 2026 Business Meeting (9 a.m.)	PRESENTER
Resolution	Approving the Final 2026 General Election Results	Cook
Oath	Oath of Office for the Newly Elected Council Members	Cook
Appointment	Vice Mayor Appointment	Cook
Appointment	Council Liaison Appointments	Cook
	November 24, 2026 Optional Workshop Meeting (6 p.m.)	PRESENTER
	December 1, 2026 Business Meeting (6 p.m.)	PRESENTER
	December 8, 2026 Workshop Meeting (9 a.m.)	PRESENTER
	December 15, 2026 Business Meeting (9 a.m.)	PRESENTER
	December 22, 2026 Optional Workshop Meeting (6 p.m.)	PRESENTER
	Future	PRESENTER
Resolution	Memorandum of Understanding - Co-location for PCFD and Flagler County Fire Rescue	Berryhill
Ordinance	Pile Burning	Berryhill
Presentation	Right-of-Way	Buckley
Resolution	Belle Terre / SR 100 Intersection Study	Castello
Resolution	Belle Terre / Seminole Woods Intersection Study	Castello
Resolution	Occupational Services	Fuller
Resolution	Belle Terre Park Master Plan Study	Gebo
Resolution	Red Mill Pointe - MPD	Hanson
Resolution	Loop Road Phase 2 - FEC Utility Line Agreements	Kehoe/Crawford

Resolution	Loop Road Phase 2 & 4 Wetland Mitigation Credit Purchase Agreement	Kehoe/Crawford
Resolution	OKR North Phase 2 - Construction Contract, CEI Services, Project Contingency	Kehoe/Crawford
Resolution	FY 26 Microsurfacing Contract	Kehoe/Gibson
Resolution	Soleta Lakes - Subdivision Master Plan	Lens
Resolution	Soleta Lakes - Land Exchange Agreement	Lens
Resolution	Cell Tower - Seminole Woods	Lens/Mobley
Resolution	Prosperity 2035 Adoption	McKinney/NEFRC
Resolution	Saltwater Canal Design Status	Morales
Resolution	Ditch 10 / Graham Swamp Waterway Expansion - Design	Morales
Resolution	B-1, B-2, & B-3 (Pop offs for Bellaire Waterway) - Design	Morales
Resolution	Structure Repairs	Morales
Resolution	W-1 Weir Replacement & Upgrade - Design	Morales
Resolution	Pipe Lining	Morales
Resolution	Interlocal Agreement TPO Urban Boundary Expansion	Nguyen
Resolution	Belle Terre Estates	Nguyen
Resolution	Joint Planning Agreement	Papa/Nguyen
Resolution	Flagler County Housing Services	Paradowski, Byrer, Gonzalez
Presentation	Alternative Water Sources	Roche
Resolution	Matanzas/Belle Terre Intersection (Right of Way)	Smith/Crawford
Resolution	Seminole Woods ICI ROW	Smith/Nguyen
Resolution	Kensington Right of Way Agreement	Smith/Nguyen



Meeting Calendar for 6/9/2026 through 12/29/2026

6/9/2026

City Council Workshop
City Hall

6/16/2026

City Council Business Meeting
City Hall

7/7/2026

City Council Business Meeting
City Hall

7/14/2026

City Council Workshop
City Hall

7/21/2026

City Council Business Meeting
City Hall

7/28/2026

City Council Budget Workshop
City Hall

8/4/2026

City Council Business Meeting
City Hall

8/11/2026

City Council Workshop
City Hall



Meeting Calendar for 6/9/2026 through 12/29/2026

8/18/2026

City Council Business Meeting

City Hall

8/25/2026

City Council Workshop Meeting

City Hall

9/1/2026

City Council Business Meeting

City Hall

9/8/2026

City Council Workshop

City Hall

9/9/2026

City Council Budget Hearing

City Hall

9/15/2026

City Council Business Meeting

City Hall

9/23/2026

City Council Budget Hearing

City Hall

10/6/2026

City Council Business Meeting

City Hall



Meeting Calendar for 6/9/2026 through 12/29/2026

10/13/2026

City Council Workshop
City Hall

10/20/2026

City Council Business Meeting
City Hall

11/10/2026

City Council Workshop
City Hall

11/17/2026

City Council Business Meeting
City Hall

12/1/2026

City Council Business Meeting
City Hall

12/8/2026

City Council Workshop
City Hall

12/15/2026

City Council Business Meeting
City Hall