

**GENERAL SERVICES CONTRACT  
BANNER FABRICATION, INSTALLATION, REMOVAL, AND MAINTENANCE  
CONTRACT NO. 0116-0260**

**THE PARTIES TO THIS CONTRACT** are the City of Daytona Beach, a Florida municipal corporation (the "City"), and ***Parrillo, Inc (dba Permacraft Signs), a Florida Corporation***("Contractor").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

**Section 1. Scope of Services.** Contractor will provide **Banner Installation, Maintenance, & Removal** services as further described in Exhibit A, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract.

**Section 2. *Reserved.***

**Section 3. Fee(s).** For the services provided under this Contract, CITY will pay CONTRACTOR Fees based upon the Fee Schedule attached hereto as Exhibit B. The prices set forth in the Fee Schedule will apply throughout the Term and any renewal. The Fees described herein will be CONTRACTOR's sole compensation for the services to be provided. CONTRACTOR will be solely responsible for all of costs CONTRACTOR incurs in meeting its obligations herein.

**Section 4. Billing; Manner of Payment.** In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are due upon completion of specific tasks, or where payments are based on hourly rates. In addition, where payment of reimbursable expenses is specifically provided for, an invoice for such expenses will not be valid unless sufficient documentation is provided to verify that such expenses were incurred and that other conditions have been met.

(c) If an invoice submitted by Contractor is not valid, within 30 days after receipt the City will provide notice to the Contractor identifying the deficiencies.

**Section 5. Standard of Performance.** Contractor's services will at a minimum meet the level care and skill ordinarily used by members of Contractor's profession performing the type of services provided herein within the State of Florida.

**Section 6. Relationship between Parties.** This Contract does not create an employee-employer relationship between the City and Contractor. Contractor is an independent Contractor of the City and will be in control of the means and the method in which the requested work is performed. As an independent Contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Contractor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

## **Section 7. Documents and Records.**

(a) All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by Contractor during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

(b) To the extent applicable, Contractor will comply with the requirements of Florida Statutes Section 119 0701, which may include the following:

(1) Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(2) Providing the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meeting all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Contractor upon termination of this Contract for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When such records are stored electronically, providing the City all records stored electronically in a format that is compatible with the City's information technology systems.

## **Section 8. Effective Date and Term.**

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is one year, commencing on the Effective Date. The City will have the option to renew this Contract for up to four Terms of one year each, by providing Contractor written notice at least 60 days before the end of the current Term.

If this Contract specifically provides that some or all of Contractor's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Contractor's material breach after notifying Contractor to suspend such services as provided below.

## **Section 9. Termination.**

(a) The City may by written notice to Contractor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Contractor to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Contractor at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to Contractor's material breach of its contractual obligations, City must provide Contractor prior written notice, specifying the breach and demanding Contractor remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This

Contract will terminate automatically and without need for further notice if Contractor fails to remedy the material breach within the period described in the City's notice of breach.

In either instance described above, upon termination Contractor will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by Contractor in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, Contractor will be paid compensation for authorized services performed to the date of termination. If termination is due to Contractor's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Contractor will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Contractor's failure to fulfill contractual obligations it is judicially determined by a court of law that the Contractor had not so failed, the termination will be conclusively deemed to have been effected for the City's convenience. In such event, adjustment in payment to Contractor will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

**Section 10. Suspension of Services.** If the notice of material breach issued by the City pursuant to the preceding Section so directs, Contractor will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

**Section 11. Indemnification.** Contractor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, or Contractor's officers, employees, or agents, including subcontractors and other persons employed or use by Contractor in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

**Section 12. Insurance.** Contractor will provide and maintain at Contractor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure

**(a) Coverage and Amounts.**

**(1) Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Contractor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If Contractor wishes to claim an exemption from worker's compensation insurance requirements, Contractor will notify the Risk Manager in writing on Contractor's official letterhead.

(2) **Liability Insurance**, including (i) **Commercial General Liability coverage** for operations, independent Contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Contractor in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

(b) **Proof of Insurance.** Contractor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Contractor will not commence work until all proof of such insurance has been filed with and approved by the City. Contractor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the City, Contractor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) **Cancellation; Replacement Required.** Contractor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Contractor's prior knowledge Contractor will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right to replace the canceled policy at Contractor's expense if Contractor fails to do so.

(d) **Termination of Insurance.** Contractor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Contractor has received written notification from the Risk Management Division of the City that Contractor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Contractor if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected.** Contractor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Contractor's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Contractor's failure to obtain insurance coverage.

Contractor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Contractor that does not meet the requirements of this Contract.

**Section 12A. Bonds.** No bonds are required for this project.

**Section 13. Notice.** Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard

copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:  
CITY OF DAYTONA BEACH  
Helen Riger, Community Events Director  
301 S Ridgewood Avenue  
Daytona Beach, FL 32114  
Fax: 386-671-8255

To Contractor:  
Parrillo, Inc / dba Permacraft Signs  
Carmen S. Parrillo, President  
1644 S Ridgewood Avenue  
South Daytona, FL 32119  
Fax: 386-767-8246

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

**Section 14. Personnel.** Contractor represents that Contractor has or will secure at Contractor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

**Section 15. City's Responsibilities.** The City agrees to make available for review and use by the Contractor, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Contractor to facilitate coordination and ensure expeditious review of work product.

**Section 16. Limitation on Waivers.** Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Contractor, will be construed to operate as a waiver of the City's rights under this Contract. Contractor will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Contractor's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

#### **Section 17. Dispute Resolution.**

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

**(a) Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

**(b) Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the

mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

#### **Section 18. General Terms and Conditions.**

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the City's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, Contractor will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Contractor.

(d) **Truth in Negotiations Certificate.** Contractor hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) **No Third Party Beneficiaries.** There are no third party beneficiaries of Contractor's services under this Contract.

(f) **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) **Nondiscrimination.** Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Contractor agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Contractor agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and

vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind Contractor.** The undersigned representative of Contractor represents and warrants that he or she is fully authorized to bind Contractor to the terms and conditions of this Contract.

(n) **Incorporation of ITB and Proposal.** The City's Invitation to Bid 0116-0260, and the Contractor's responsive proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

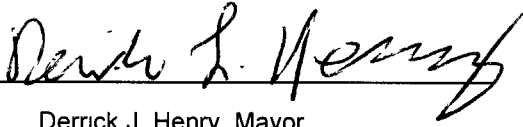
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(p) All subcontractors working, operating a vehicle, or other presence on City property will adhere to the same insurance requirements as the primary Contractor.

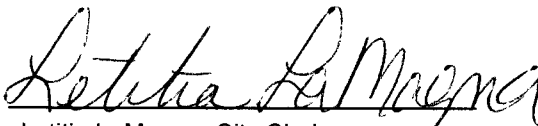
(q) This is a unit price contract. Quantities stated in the above referenced ITB as estimates only and no guarantee is given or implied as to quantities that will actually be required during the contract period.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.


**THE CITY**

By:   
Derrick J. Henry, Mayor

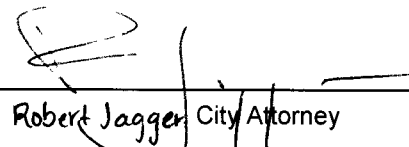
Date: 3-2-16

Attest:   
Letitia LaMagna, City Clerk

**PARRILLO, INC.**

By:   
Printed Name: PARRILLO, Carme  
Title: OWNER  
Date: 2/17/16

Approved as to legal form:

By:   
Robert Jagger City Attorney



## **EXHIBIT A: Scope of Services**

### **FABRICATION**

There are no minimum order restrictions allowed. Bid price is firm whether ordering one banner, or multiple banners. At the time the Contract is awarded there will not be a large initial order. Banners will be ordered on an as needed basis.

**Proofs.** The Contractor will provide a color proof of a new banner as a hard copy or as a PDF and sent to the City representative placing the order. Approval of the proof and order authorization will be by issuance of a purchase order.

**Art Work or Set up Charges.** Any fees for artwork or setup costs, handling, or any other overhead charges will be included in the unit price of the banner.

**Material Specification.** The material used for banners will be a minimum of 18 ounce heavy duty vinyl, 1000 x 1000 denier, A minimum Tensile rating (pounds per inch) of 199/196 (L/W). American and checked Flags which will be a minimum of 200 denier nylon weave.

American Flags must be made in the USA of US produced materials.

**Pole Banner Specifications.** Banners will be constructed of (i) one piece 18 ounce, 1000 x 1000 denier vinyl with an identical design printed on both sides. (ii) Top and bottom of pole pockets will include a 3" opening. To accomplish this, the banner will be constructed of one piece material, folded at the top, with the bottom portion folded over to the opposite side, similar to a matchbook cover. (iii) Banners will be full color. (iv) Banners sewn using double needle stitch. (v) Banners will have 2 heavy duty rust proof grommets with an inside diameter not less than 1/2". One grommet will be installed at the top of the banner and one at the bottom of the banner, on or near the pocket seam. Both will appear on the pole side of the banner. (vi) Image resolution will be no less than 300 dpi (dots per inch). (vii) Contractor will be asked to provide specifications of the material to show the denier at the time of bid submittal, and if they change suppliers during the course of the contract.

**Design and Artwork.** There are 5 uniquely designed pole banners that the Contractor will be asked to fabricate as the existing banners are retired through wear and tear. Artwork may vary as new designs may be developed and will be provided by the City at the time the order is placed.

**Welcome, Race, Christmas, American Flag, & NAIA** vinyl banners shall be regularly produced in the following sizes 2'x4', 2'x6', & 1'6"x2'.

**American Flag.** Standard American flags are 200 denier nylon weave. (ii) Standard sizes include 2' by 3'.

**Checkered Flag.** Checkered race flags are alternated with American Flags during racing events (see bridge and A1A schedule). Standard American flags are 200 denier nylon weave. Standard size include 2' by 3'.

**Street Banner Specification.** Banners will be constructed of a minimum of 18 ounce heavy duty vinyl.

**Single Sided Layout.** (i) Banner will be full color unless otherwise indicated (ii) Image resolution should be no less than 300 dpi (dots per inch). (iii) Banners shall have heavy duty, rust proof grommets across the top and bottom of the banner at least 24 inch intervals, No less than ½" inside diameter. (iv) Double needle stitch.

**Double Sided Layout.** (i) Banners will be full color unless otherwise indicated (ii) Image resolution should be no less than 300 dpi (dots per inch). (iii) one piece vinyl with an identical design printed on both sides. (iv) Banners shall have heavy duty, rust proof grommets across the top and bottom of the banner at least 24 inch intervals. No less than ½" inside diameter (v) Banners sewn using double needle stitch.

**Other Banners.** Contractor will be asked to give prices for other various size pole and street banners for the City outside the scope of the 5 streets indicated. These shall follow the same specifications as those listed above.

**Lead Time.** All banners shall be delivered ready for installation within 21 days of the issuance of a purchase order.

### **SECTION 3: INSTALLATION, REMOVAL, AND MAINTENANCE**

#### **INSTALLATION.**

Includes (i) placing banners per the schedule provided *Table A & B*; and when otherwise needed at the City's direction (ii) All hardware and strapping of banner to pole using tie wraps.

*Table A: Installation / Removal Schedule for ISB Bridge and A1A*

	<b>Install</b>	<b>Remove</b>	<b>Banner Name</b>
1	January 2nd	Monday after MLK	US Flag Banners
2	Monday after MLK	Monday after 500	Alt Race Banners / Checkered Flags
3	<b>BIKE WEEK BY SPONSERS</b>		
4	Day after Bike Week	1 wk before Memorial Day	Welcome
5	1 wk before Memorial Day	Tuesday after Memorial Day	US Flag Banners
6	Tuesday after Memorial Day	June 27	Welcome
7	June 27	July 5	US Flag Banners
8	July 5	1 wk before Labor Day	Welcome
9	1 wk before Labor Day	1 wk after Labor Day	US Flag Banners
10	1 wk after Labor Day	Mid-Oct (Biketoberfest)	Welcome
11	<b>BIKETOBERFEST BY SPONSERS</b>		
12	After Biketoberfest	1 wk before Veterans Day	Welcome
13	1 wk before Veterans Day	1 wk before Thanksgiving	US Flag Banners
14	1 wk before Thanksgiving	January 2nd	A December to Remember

*\*If install date falls on a weekend, wait until the next regularly scheduled workday.*

*Table B: Installation of Banners on International Speedway, Beach Street, and Mary McLeod*

	<b>Install</b>	<b>Remove</b>	<b>Banner Name</b>
1	Determined by City	Determined by City	Christmas
2	Determined by City	Determined by City	Welcome
3	Determined by City	Determined by City	July 4 <sup>th</sup> (flags)

Pole banners come in 4 different sizes and are placed at 6 different locations throughout the City (*Table C*). Successful Contractor may place up to 565 banners over all 5 locations. 12 times throughout the year on the ISB Bridge and A1A locations and 3 times throughout the year on International Speedway Blvd, Beach Street, and Mary McLeod Bethune Blvd. Banners will be removed or exchanged within 48 hours of notification by the City.

*Table C: Locations*

<b>Location</b>	<b>Quantity</b>	<b>Size</b>	<b>Events</b>	<b>Total # installs</b>
International Speedway Bridge	50	2' x 4'	14	700
International Speedway (I 95 – A1A)	100-Welcome 139-Race 139-Christmas 200-Flags	2' x 6'	3	(176x3) 528
International Speedway at Track	74	2' x 74"	3	222
Beach Street	75	2' x 6'	3	225
Mary McLeod Blvd	106	1'6" x 2'	3	318
A1A (Seabreeze to ISB)	84	2' x 4'	14	1176

Contractor must have an adequate bucket truck registered in the company name.

Contractors must follow all state FDOT 600 series standard index, local, and OSHA guidelines for bucket truck operation including regulations for Modification of Traffic (MOT) while altering traffic patterns.

Banners will be removed at the City's direction in the event of an impending hurricane or other severe weather event, and replaced in its prior location after the weather event has passed. The Contractor will not be required to perform installation, removal, or re-installation during an extreme weather event. The successful Contractor will charge the City the unit price for an additional installation and removal of banner(s) at the contract unit price.

Exhibit A is a sample schedule of annual installation and removal. Currently, the City doesn't install / remove banners during Bike Week or Biketoberfest, but City has the right to add/delete to this schedule. Contractor will perform additional installations/removals at contract unit prices.

**Mobilization for Events:** The Contractor may charge one mobilization fee per event. This fee will include mobilizing all vehicles, equipment, and material from the Contractor's facility and any needed banners from the Public Works storage facility located at 950 Bellevue Avenue, Daytona Beach, FL 32114. Gates are open from 7:30am-3:30pm. If more than one day is required to install all the banners on a given work order only one mobilization fee will be charged.

## REMOVAL

Contractor shall be able to install the next regularly scheduled banner at the same time they are removing the previously mounted banner (if installation schedule is for successive banners to be placed at that location).

Contractors must follow all state FDOT 600 series standard index, local, and OSHA guidelines for bucket truck operation including regulations for Modification of Traffic (MOT) while altering traffic patterns.

Unit price for Installation/Removal includes the removal of banners. Removal includes use of a bucket truck to physically remove each banner; transport banner to City Public Works facility located at 950 Bellevue Ave, Daytona Beach, FL 32119; properly store banner at City facility.

Contract price for replacing hardware will include labor and overhead to replace mounting brackets if necessary.

## MAINTENANCE

Maintenance of banners, while in use, including but not limited to: (i) use of a bucket truck to straighten windblown banners, replacing banners as needed, repairing or replacing brackets and/or hardware (ii) Provide or process all required permits, tools, equipment, and delineation for public safety necessary to complete project.

Daily Visual Inspection. Visual inspections will be done by City employees. City employees will contact the Contractor with locations of banners that needs to be maintained. Contractor will remove or rehang spare banner, if available, or repair/replace banner pole at those locations within 4 business hours of receiving the call. In no case will the City pay overtime charges.

Mobilization for Maintenance. Mobilization will be paid at the contract unit price whenever the Contractor is directed to fix, repair, mend, or otherwise maintain the City's banners. City will pay a maintenance mobilization fee plus the unit price as stated on the fee schedule to maintain each banner. The invoice will itemize a single mobilization fee plus the number of poles that were maintained on that call out. This fee will include any trips that are required to pick up and take banners back to the Public Works storage facility.

Replacement. Any banner that is ripped or torn will be replaced with a new banner from City stock, or fabricated by the Contractor at the contract unit price.

Hardware. Contractor will repair or replace mounting brackets that bend, break, become corroded, or can no longer be used. Contractor will provide and install a replacement bracket (*Table D*) at the contract unit price. Bending or repositioning brackets may be required. Bid price shall include labor and overhead to replace mounting brackets if necessary. Contractor will purchase pre-approved mounting brackets described in Table D. The City has installed BannerSaver Bracket System ([www.mainstreetbanner.com](http://www.mainstreetbanner.com)) brackets, to hold up to 20 square feet, and any replacement of bracket hardware will be of the same brand or equal. If using an equal, Contractor will seek

preapproval from the City prior to use (type A, B, or C measures the length of the pole, which will be 30", as specified on the bid schedule ).

Replacement of mounting bracket invoices will be itemized with quantity matching the bid schedule.

*Table D: City Approved Hardware*

<b>Size</b>	<b>Description</b>
<b>30"</b>	<b>BannerSaver or "equal" spring loaded fiberglass with standard banding</b>
<b>30"</b>	<b>Metalcraft 30" poles with stainless steel standard straps</b>
<b>3'</b>	<b>1" flag pole bracket</b>
<b>3'</b>	<b>1" flag pole fiberglass with swivel hardware</b>

**EXHIBIT B: Fee Schedule**

Description	Fabrication	Installation
<b>POLE BANNERS (vertical)</b>		
1'6"x 2' vinyl	\$ 15.00	\$ 24.00
2' x 3' nylon, <i>checkered flags</i>	\$ 18.00	\$ 25.00
2' x 3' nylon, <i>US flags</i>	\$ 18.00	\$ 25.00
2' x 4' vinyl	\$ 40.00	\$ 30.00
2' x 6' vinyl	\$ 60.00	\$ 30.00
2' x 74" vinyl	\$ 60.00	\$ 40.00
42" x 8' vinyl	\$ 120.00	\$ 50.00
<b>STREET BANNERS (horizontal)</b>		
3' x 10' vinyl – double sided	\$ 180.00	\$ 50.00
3' x 24' vinyl – double sided	\$ 295.00	\$ 150.00
4' x 15' vinyl – single sided	\$ 240.00	\$ 95.00
4' x 15' vinyl – double sided	\$ 310.00	\$ 95.00
4' x 20' vinyl – single sided	\$ 300.00	\$ 150.00
4' x 20' vinyl – double sided	\$ 450.00	\$ 150.00
Hang banner (other than above)		\$ 35.00
<b>HARDWARE</b>		
Banner Saver 30"	\$ 175.00	\$ 95.00
Metalcraft 30"	\$ 80.00	\$ 95.00
Flagpole, bracket 1"	\$ 18.00	\$ 25.00
Flagpole, fiberglass 1"	\$ 25.00	\$ 25.00
<b>MAINTENANCE</b>		
Mobilization for Events		\$ 40.00
Mobilization for Maintenance		\$ 35.00
Banner Maintenance		\$ 50.00
Flag Maintenance		\$ 50.00

Composite Exhibit C  
will remain on file in the Office of the City Clerk.