CITY COUNCIL REGULAR MEETING

CITY OF NEW PORT RICHEY

COUNCIL CHAMBERS, FIRST FLOOR, CITY HALL, 5919 MAIN ST., NEW PORT RICHEY, FL 34652

July 7, 2026

6:00 PM

AGENDA

ANY PERSON DESIRING TO APPEAL ANY DECISION MADE BY THE City Council, WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE LAW DOES NOT REQUIRE THE CITY CLERK TO TRANSCRIBE VERBATIM MINUTES; THEREFORE, THE APPLICANT MUST MAKE THE NECESSARY ARRANGEMENTS WITH A PRIVATE REPORTER (OR PRIVATE REPORTING FIRM) AND BEAR THE RESULTING EXPENSE. (F.S.286.0105)

ORDER OF BUSINESS

1. Call to Order – Roll Call
2. Pledge of Allegiance
3. Moment of Silence
4. Proclamations
   a. Society of St. Vincent de Paul Month
   b. Richey Suncoast Theatre Centennial
5. Presentation of Environmental Committee Annual Report
   a. 2025 Environmental Committee Annual Report
6. Audit Presentation by Mauldin & Jenkins
7. Presentation on Budget Process
8. Approval of Minutes
   a. June 16, 2026 Regular Meeting Minutes

9. Vox Pop for Items Not Listed on the Agenda or Listed on Consent Agenda
   Speakers must identify themselves prior to speaking by stating their name and full address for the record. Speakers shall address the City Council as a whole and refrain from addressing individual members of the City Council or the City staff. Speakers shall afford the utmost courtesy to the City Council, to City employees, and to the public, and shall refrain at all times, from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

10. City Council Response to Vox Pop Speakers

11. Consent Agenda
    a. Purchases/Payments for City Council Approval
    b. Parks and Recreation Advisory Board Minutes - May 2026
    c. Fire Pension Board Minutes - February 2026
    d. Police Pension Board Minutes - February 2026

12. Public Reading of Ordinances
    a. Second Reading, Ordinance No. 2026-2347: Duke Energy Franchise Agreement Renewal

13. Business Items
    a. Board Appointment: Mike Peters, Land Development Review Board
    b. ITB26-022 2026 Water System Improvements Bid Award
    c. ITB26-017 Recreation and Aquatic Center Flat Roof Replacement Bid Award
    d. ITB26-009 WWTP Administration Building Roof Repairs Project Close Out

14. Communications

15. Adjournment

Agendas may be viewed on the City's website: www.citynpr.org. This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990 and Section 286.26, Florida Statutes, all persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk, 727-853-1021, not later than four days prior to said proceeding.

Office of the Mayor

City Of New Port Richey

Proclamation

WHEREAS, *the Society of Saint Vincent de Paul was founded in Paris, France, circa 1822 and has nearly one million volunteers in more than one hundred and thirty countries, making it the world's largest international non-profit lay organization; and*

WHEREAS, *Our Lady Queen of Peace Catholic Church's Society of Saint Vincent de Paul Conference has long served the residents of New Port Richey and the surrounding community through its dedicated volunteer-driven programs; and*

WHEREAS, *the Society provides essential assistance to individuals and families facing financial hardship, food insecurity, housing instability, and other challenges that impact quality of life; and*

WHEREAS, *the volunteers of the Society of Saint Vincent de Paul consistently demonstrate compassion, commitment, and respect in their efforts to uplift community members in need; and*

WHEREAS, *these efforts strengthen the social well-being of the residents of the City of New Port Richey by fostering stability, dignity, and hope for countless persons each year; and*

WHEREAS, *the City of New Port Richey recognizes the positive impact of organizations that work tirelessly to improve the lives of others, and values the Society of Saint Vincent de Paul's longstanding partnership in building a stronger, more supportive community;*

NOW THEREFORE, *I, Chopper Davis, Mayor of the City of New Port Richey, hereby declare July 2026 as the*

Society of St. Vincent de Paul Month

and express our deep appreciation for their member's outstanding service, volunteerism, and dedication to the people of our community.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

_____

ATTEST: _____

DATE: _____

Office of the Mayor

City Of New Port Richey

Proclamation

WHEREAS, *the year 2026 marks the centennial anniversary of the Richey Suncoast Theatre, a historic and beloved cultural institution that has enriched the heart of Downtown New Port Richey for one hundred years; and*

WHEREAS, *since first opening its doors in 1926, the Richey Suncoast Theatre has stood as a cornerstone of community life, offering generations of residents and visitors access to live performances, arts education, community gatherings, and historic preservation; and*

WHEREAS, *for a full century, the theatre has contributed immeasurably to the cultural identity and economic vitality of New Port Richey and Pasco County, welcoming audiences from across Florida and beyond, and serving as a symbol of the region's artistic spirit; and*

WHEREAS, *the Richey Suncoast Theatre has played a vital role in cultivating a thriving arts and culture scene, supporting local talent, inspiring creativity, and enhancing the visitor experience throughout the Florida's Sports Coast; and*

WHEREAS, *as one of the city's most cherished historic landmarks, the theatre continues to embody the rich history, resilience, and community pride of New Port Richey, preserving both its story and its legacy for future generations; and*

WHEREAS, *on the occasion of its 100th anniversary, the City recognizes the Richey Suncoast Theatre for its century of service, artistic achievement, and dedication to fostering connection, creativity, and community.*

NOW THEREFORE, *I, Chopper Davis, Mayor of the City of New Port Richey, hereby congratulate and honor the*

Richey Suncoast Theatre

upon the momentous occasion of its centennial anniversary, expressing heartfelt appreciation for its lasting contribution to the cultural fabric and historic identity to the City of New Port Richey.



In witness whereof I have hereunto set my hand and caused this seal to be affixed.

_____

ATTEST: _____

DATE: _____

City of New Port Richey Environmental Committee
Annual Report
2025
(fall 2024 through fall [December] 2025)

Chair: Dell deChant
Vice-Chair: Rose Mohr
Secretary: Amber Blais

Members
Tom O'Neill
Margaret (Sophia) Carswell
Amanda Zborek
George Russell

Alternate
Catherine Cappello
2nd Alternate *Open*

Staff Liaison
Colin Eichenmuller

City of New Port Richey Environmental Committee
Annual Report
2025
(fall 2024 through fall [December] 2025)

Chair: Dell deChant
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City of New Port Richey Environmental Committee
2025
(fall 2024 through fall [December] 2025)
Annual Report

Presented July 7, 2026

The Environmental Committee of the City of New Port Richey, Florida, seeks to develop ecological understanding and advance sustainability for the benefit of the City and its residents.

The committee relies chiefly on volunteer support and contributions from members and friends of the committee.

Meetings of the committee occur monthly, with special meetings called from time to time.

The committee works closely with city staff on projects and planning related to the ecological health of New Port Richey, advancing sustainability, and improving resilience in the City.

The committee serves as the Arbor Board of the City, oversees and administers the City's urban agriculture program, endorses and supports various events consistent with its mission, advises the City Council on ecological issues, and recommends policies and programs to restore the City's ecological systems.

This report covers activities from Fall 2024 through Fall (December) 2025.

The Committee

Chair: Dell deChant
Vice-Chair: Rose Mohr
Secretary: Amber Blais

Members
Tom O'Neill
Margaret (Sophia) Carswell
Amanda Zborek
George Russell

Alternate
Catherine Cappello
2nd Alternate *Open*

Staff Liaison
Colin Eichenmuller

The Environmental Committee is composed of seven regular and two alternate members; the alternates serve as members in the absence of a regularly appointed member. Members of the environmental committee must be "resident electors" of the City of New Port Richey. A quorum consists of four members. Members are appointed to terms of two years, and renewable. Committee policy is to advance alternate members to full membership when openings occur, subject to approval by City Council.

Ongoing Environmental and Agroecological City Projects Supported and Promoted by Environmental Committee

Tasty Tuesday (weekly)
Yard Debris to Mulch Recycling (ongoing)
Developing Local Food systems (ongoing)
New Port Richey Library Seed Exchange (ongoing)
Urban Agriculture Project (ongoing)
Citywide Clean-Up, May and November (seasonal)

2025
Events, Projects, Proposals

Hosted 36th annual Arbor Day celebration in January 2025 (established in 1989)

Supported and endorsed annual Collards Festival (January 2025)

Supported and endorsed annual Loquat Festival (America's only) (March, 2025)

Supported and endorsed Earth Day Event (April 2025)

Supported and endorsed Monarch Butterfly Festival (May 2025)

Prepared and Presented 2024 Environmental Committee Annual Report (July 15, 2025)

Supported and endorsed annual "Okra Occasion" (August 2025)

Supported and endorsed annual "Sweet Potato Round Up" (November 2025)

Maintained and further developed City's membership in Milan Urban Food Policy Pact
- *** New Port Richey is one of only two Florida cities in the MUFPP)**
- *** New Port Richey is smallest city in MUFPP**
- *** Submitted official entry in MUFPP for Best Practices Award**

Developed proposal to respond to the Muscovy Ducks colonization of the city
- ***City's response has significantly reduced the population and it's ongoing.**

Developed proposal to establish a Wildflower/Native Plant Ordinance for the city

Developed recommendation for use of Schwettman/Gulf High Property
- ***Presented proposal at City's official public review session**

Maintained, together with Public Works, the "Fruit Tree Peninsula" (opened April 20, 2018)

Supported and endorsed continued development of Grand Gardens

Assisted with planning and organization of 5th annual "Monarch City U.S.A." event

Recommended increase in number and type of trees in the City's reforestation program and Memorial Tree Program
***Organized and promoted Tree Walks for Adopt-A-Tree program**

Collaborated with Public Works use of Industrial Vinegar to herbicide protocol in the City
*** Replacing industrial-grade toxin**

Spearheaded Invasive Plants Removal at Grey Preserve in cooperation with FDACS. Keep Pasco Beautiful, Sierra Club, FarmNet and community activists (September 2025)

Maintained Tree City USA status (ongoing)

Maintained community garden initiative (ongoing)

Reviewed Urban Agriculture Applications (ongoing)
*** Reaffirmed recommendation to allow use of public/City property for Community Gardens**

Recommendations for 2026-2027
Looking Ahead

The committee offers proposals with minimal cost and high return. Addendum contains additional details on recommendations.

Benefits of these proposals
1. Economic
2. Ecological
3. Cultural
4. Public Safety
5. Quality of Life
6. Points of Pride
7. Regional Leadership

Introduction

This year, the committee offers only two recommendations, both of which have been presented previously, without action from the City Council. We remain committed to these recommendations and hopeful that this year the City Council will take action. We strongly request a work session on each of these proposals to clarify details, bring deeper awareness of their importance, and establish a timetable for implementation. Following these two recommendations is a resubmission of proposals from last year's report; which retain our full support and commitment.

1. Address the water quality and reduce pollution of the Pithlachascotee River with a masterplan focusing on reduction of toxic runoffs, reduction of "up-stream" contamination of storm water pollution, and prohibition of bilge discharges, including ordinances to enforce compliance with boat patrol on the river and attention to elimination of pollution sources on land through Code Enforcement.

Proposed ordinances to include prohibitions on dumping yard debris into the river; leaving bait, dead fish, and other fishing-related debris in public parks, discharging of bilges from boats' inboard-outboard engine compartments.

The proposal also calls for plans to reduce storm water discharge and resulting nitrate levels caused by development, traffic, invasive animal species, fertilizers and weed control.

The proposal also calls for strict enforcement of seasonal fertilizer bans and educational programs for residents promoting reduced use or elimination of lawn chemicals, including industrial fertilizers, pesticides, herbicides, and fungicides.

2. Native Planting ("Wildflower") Ordinance

Proposal establishes a program to allow approved native vegetation to thrive in the City. The program would be developed from an ordinance "Promoting the Use of Appropriate Native Vegetation" see "NATIVE PLANTING ORDINANCE." Proposal advocates for the "Wildflower Ordinance" to stand as an independent ordinance, separate and distinct from Land Use Ordinance. See sample ordinance (and Addendum).

Proposal also to include in the ordinance a companion proposal establishing a program to allow native vegetation to flower in the spring to nourish insect and bird populations to thrive during the breeding season. The program would encourage property owners not to mow during the months of March through May to allow native plants to flower, reduce runoff of dirt and sand onto the roads, keep soil intact, allow lawn grasses to develop stronger roots, and reduce irrigation during our dry season. A significant additional benefit is increase in quality of life through reduction of pollution from small-engine "lawncare" machines (mowers, blowers, edgers) - i.e.: air pollution, water pollution, and noise pollution.

https://www.fnps.org/assets/pdf/pubs/model_landscape_ord_final_022407.pdf

Recommendations awaiting action (included here as Resubmission of proposals, as noted in introduction). Full text of previous recommendations on file and available from City Clerk or Committee Chair.

1. Address the water quality and reduce pollution in the Pithlachascotee River with a masterplan focusing on reduction of toxic storm water and bilge discharges, including ordinances to mandate compliance.

Proposed ordinances to include prohibitions on dumping yard debris into the river; leaving bait, dead fish, and other fishing-related debris in public parks, discharging of bilges from boats' inboard-outboard engine compartments.

Proposal also calls for plans to reduce storm water discharge and resulting nitrate levels caused by development, traffic, invasive animal species, fertilizers and weed control.

Proposal also calls for strict enforcement of seasonal fertilizer bans and educational programs for residents promoting reduced use or elimination of lawn chemicals, including industrial fertilizers, pesticides, and fungicides.

2. The Environmental Committee is reviewing the environmental impact of small (less than automobile sized) gasoline-powered vehicles that lack catalytic converters and invites the City Council and Administration to collaborate.

3. Encourage collaboration with Pasco County to further restrict removal of trees during construction projects, contingent on any superseding State prohibition on home rule tree-removal policies.

4. Native Planting ("Wildflower") Ordinance
Proposal (introduced last year) establishes a program to allow approved native vegetation to thrive in the City. The program would be developed from an ordinance "Promoting the Use of Appropriate Native Vegetation" see "NATIVE PLANTING ORDINANCE. See proposal from last year. Proposal advocates for the

"Wildflower Ordinance" to stand as an independent ordinance, separate and distinct from Land Use Ordinance. See sample ordinance (and addendum #2):
https://www.fnps.org/assets/pdf/pubs/model_landscape_ord_final_022407.pdf

5. Resubmission of proposals from 2024 annual report, * based on the observation that all proposals remain open for Council response and action, and the recommendation of amendment to City's Municode section 3.13.04, adding to the last sentence: "*who will respond in writing within the year, with assistance from the City Manager*."

Municode 3.13.04) The voting members of the environmental committee shall elect one (1) of their members to serve as chairman, one (1) of their members to serve as vice-chairman, and one (1) of their members to serve as secretary. The secretary shall record minutes for each meeting of the committee. The secretary shall keep the original copy of the minutes and furnish a copy of the minutes to the city clerk. The chairman shall submit an annual report to the city council.

>>

√ Committee pledges full support and assistance to the Council and City Staff in pursuit of these proposals.

√ Committee requests Council endorsement of these proposals.

√ Committee welcomes inclusion of these items on upcoming council agendas and/or at work sessions.

Respectfully submitted:

Dell deChant
Chair, Environmental Committee, City of New Port Richey

City of New Port Richey Environmental Committee

Addendum

“NATIVE PLANTING ORDINANCE”

Sample Native Planting (“wildflower”) Ordinance

MUNICIPALITY OF _____

ORDINANCE NO. 2023-

IN MUNICIPAL _____, 2023

NATIVE PLANTING ORDINANCE

Sec. 1. TITLE.

This chapter shall be known and may be cited as "Municipality of _____ Landscape Ordinance Promoting the Use of Appropriate Native Vegetation."

WHEREAS, Native Plants are localized, well adapted to the local soils and climate, tend to be more insect and disease resistant, and require less watering and fertilizing than non-native plants.

WHEREAS, local governments use native plant ordinances to improve the landscape principles that guide landscaping of all new development. Many communities find that the use of appropriate native vegetation in local landscaping helps achieve water conservation goals, preserves habitat in urban areas, greatly reduces landscaping maintenance costs, and protects property values.

WHEREAS, wildlife such as birds are more attracted to the Native Plants with which they co-evolved, and use such plants for food, cover, and rearing their young.

WHEREAS, Native Plants, having evolved in the climate, are extremely hardy and therefore have lower maintenance and replacement costs.

WHEREAS, in much the same way as saving an historic home, the use of Native Plants helps to preserve our local heritage.

WHEREAS, Native Plant usage helps restore the ecological balance we have lost through development and can help maintain, or even increase, property values.

Sec. 2. PURPOSE AND INTENT.

The purpose of these regulations is to establish minimum standards for the design, installation, and maintenance of landscaped areas that require the use of appropriate native vegetation and to promote the preservation of indigenous plant communities on site. The Municipality recognizes the significant benefits of establishing and protecting appropriate native vegetation and, therefore, the necessity to maximize the use of appropriate native vegetation in all public and private landscaped areas within the Municipality. It is the intent of this ordinance that these minimum landscape requirements be incorporated in order to promote the public health, safety, and welfare.

It is the intent of this ordinance that these minimum landscape requirements be incorporated in order to combat the climate crisis, species extinction, and global warming, and to promote the public health, safety, and welfare by: (a) Acknowledging that pollination is an essential ecological survival function, and without native plants and the pollinators that depend on them, the human race and all of earth's terrestrial ecosystems will not survive; (b) doing our part to reverse the massive decline in native pollinator populations from widespread use of pesticides in agribusiness, loss of habitat from development, and from our insistence on non-native plants in landscaping; (c) protecting and promoting genetically diverse and appropriate native vegetation; (d) promoting microhabitats in urban areas for the conservation of wildlife by establishing new, and maintaining and connecting existing, wildlife habitat; (e) creating larger, more connected plant populations and helping ensure the future of native plant species by increasing their ability to migrate in response to changes in climate; (f) promoting public health through the long term, widespread adoption of diverse native plantings; and (g) educating residents on the importance of native plant species and native pollinators to the ecosystem.

Sec. 3. DEFINITIONS.

(a) Community Garden: a public or community use area intended for the purposes of gardening.

(b) Community Play Area: public use areas, including school and athletic fields, composed of predominantly turfgrass intended for use for recreational purposes.

(c) Endangered Plant: any plant species which is in danger of extinction throughout all or a significant part of its range.

(d) Garden: a cultivated area dedicated to growing vegetables, fruits, annual and perennial plants, ornamental grasses, and ground cover in a well-defined location.

(e) Invasive Plant: a plant reproducing outside its native range and outside cultivation that disrupts naturally occurring native plant communities by altering structure, composition, natural processes, or habitat quality.

(f) Landscaped Area: the entire parcel less the building footprint, driveway, non-irrigated portions of parking lots, hardscapes such as decks and patios, and other non-porous areas. Water features are included in the calculation of landscaped areas.

(g) Landscaping: any combination of living plants and non-living landscape material such as rocks, pebbles, sand, mulch, walls, fences, or decorative paving materials.

(h) Managed Natural Landscape: a planned, intentional, and maintained planting of native or non-native grasses, wildflowers, forbs, ferns, shrubs, or trees, including but not limited to rain gardens, meadow vegetation, and ornamental plantings. Meadow vegetation means grasses and flowering broad-leaf plants that are native to, or adapted to, and that are commonly found in meadow and prairie plant communities, not including noxious weeds.

(i) Native Plant: those species of plants occurring within a specific habitat or biogeographical region prior to European contact, according to best scientific and historical documentation. Those species of plants naturally occurring with a specific habitat.

(j) Pollinators: animals (primarily insect, but sometimes avian or mammalian) that fertilize plants, resulting in the formation of seeds and the fruit surrounding seeds, that humans and other animals rely on to produce nuts and fruits that are essential components of a healthy diet, and that the majority of flowering plant species found world-wide rely on to make the seeds that will become the next generation of plants.

(k) Rain Garden: a native plant garden that is designed not only to aesthetically improve properties, but also to reduce the amount of storm water and accompanying pollutants from entering streams, rivers, and lakes.

(l) Remove: to transport a native plant from the premises on which it has been growing.

(m) Straight Species: a native plant that is not a cultivar or has not been bred to emphasize or minimize certain traits of the parent plant. Naturally occurring hybrids of native plants shall be considered as Straight Species for the purpose of this ordinance.

(n) Threatened Plant: any plant species that is likely to become an endangered plant within the foreseeable future throughout all or a significant portion of its range, including but not limited to species listed as threatened, at risk, or listed as likely to become endangered by any federal or applicable state or county agency.

(o) Tree: a self-supporting woody plant having a single trunk or a multi-trunk of lower branches, growing to a mature height of at least twelve (12) feet.

(p) Turfgrass: continuous plant coverage consisting of a grass species that is mowed to maintain an established height.

Sec. 4. APPLICABILITY.

This ordinance shall be a minimum standard and shall apply to all public and private buildings, developments, subdivisions, and land within the incorporated and unincorporated areas of the Municipality.

Sec. 5. LIMITS ON WEED CONTROL LAWS.

No regulation shall be enacted by the Municipality or any person or entity which prohibits or discourages the planting, maintenance, or protection of native plants or requires or incentivizes the removal or reduction of native vegetation, except when deemed necessary for public safety.

Sec. 6. INCENTIVE PROGRAM.

The Municipality may provide incentives to promote the use of native plants. Examples of such incentives include: 1) fast track permitting for building and landscape permits; 2) reduced permitting fees; 3) certified native landscape programs/marketing; 4) tax breaks/user fee reductions; 5) payment or cost-share programs for removal of invasive species.

Sec. 7. INVASIVE PLANTS FORBIDDEN.

After the effective date of this ordinance, the Municipality shall not use or install any invasive plant in any Municipal property. Landowners shall not allow any invasive plants on their property.

Sec. 8. PRIORITIZING STRAIGHT SPECIES.

The Municipality shall, to the extent possible and to the extent such plants are reasonably available, prioritize using and installing native plants that are straight species on any Municipal property.

Sec. 9. MANAGED NATURAL LANDSCAPE.

An owner, authorized agent, or authorized occupant of any privately owned lands or premises may, consistent with this subsection and all other applicable laws, statutes, rules, and ordinances, install and maintain a managed natural landscape.

Managed Natural Landscapes shall not include any plant identified by any applicable government agency as a noxious weed. Managed natural landscapes may include plants and grasses of any height and which have gone to seed. Managed natural landscapes shall not include plants that, due to location and/or manner of growth, constitute a hazard to the public.

Sec. 10. MANAGED LANDSCAPE SET BACK.

The managed landscape must be set back from property lines by at least _____ feet. The setback is not required where the defined landscape area abuts another similar private or public landscape area, a wetland, pond, lake, or stream or if a fully opaque fence at least four feet in height is installed along the lot line adjoining the planned landscape area.

The managed landscape may be planted up to the property line.

Sec. 11. CONFLICTING REGULATIONS REPEALED.

All rules and regulations that are in conflict with this article, in whole or in part, are hereby repealed to the extent that they are in conflict.

Sec. 12. SEVERABILITY.

If any portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate provision and shall not affect the validity of the remaining portions of the article.

Sec. 13. EFFECTIVE DATE.

This article shall take effect _____ days after it is enacted by the Municipality; provided, however, that this article shall not apply to any plantings carried out pursuant to existing contracts, invitations to bid, or designs completed prior to the effective date of this article.

Approved:

_____

President

Council

_____

Mayor

NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

TO: City of New Port Richey City Council

FROM: Judy Meyers, City Clerk

DATE: July 7, 2026

RE: June 16, 2026 Regular Meeting Minutes

REQUEST:
The request is for City Council to approve the minutes from the June 16, 2026 regular meeting.

DISCUSSION:
City Council met for their regularly scheduled meeting on June 16, 2026. The minutes from that meeting are attached for Council's review and approval.

RECOMMENDATION:
Staff recommends that City Council approve the minutes from the June 16, 2026 regular meeting as submitted.

BUDGET/FISCAL IMPACT:
No funding is required for this item.

ATTACHMENTS:
- 06.16.26 Regular Meeting Minutes.pdf

MINUTES OF THE CITY COUNCIL REGULAR MEETING
CITY OF NEW PORT RICHEY

COUNCIL CHAMBERS, FIRST FLOOR, CITY HALL, 5919 MAIN ST., NEW PORT RICHEY, FL 34652
June 16, 2026
6:00 PM

ORDER OF BUSINESS

1. Call to Order – Roll Call

   Those in attendance were Mayor Chopper Davis, Deputy Mayor Brian Jonas, Councilman Matt Murphy, and Councilman Bertell Butler IV. Councilman Peter Altman participated via electronically.

   Also in Attendance were City Manager Debbie L. Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Finance Director Crystal Dunn, Fire Chief Chris Fitch, Public Works Director Colin Eichenmuller, Deputy Police Chief Lauren Letona, Library Director Andi Figart, Parks & Recreation Director Kevin Trapp, Community and Development Director Dale Hall, Technology Solutions Director Leanne Mahadeo, Economic Development Director Dave Gammon, Assistant City Manager Rob Williamson and Human Resources Director Arnel Wetzel.

2. Pledge of Allegiance

3. Moment of Silence

4. Swearing In of New Firefighter Kody Mounts

5. Swearing In of New Police Officers San Julo King, Mike Fox and Inmer Berrios

6. Proclamations

a. Parks and Recreation Month

b. Richey Suncoast Theatre

7. Approval of Minutes

a. June 2, 2026 Work Session and Regular Meeting Minutes

   Motion made by Matt Murphy, and seconded by Brian Jonas to approve the minutes as submitted. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

8. Vox Pop for Items Not Listed on the Agenda or Listed on Consent Agenda

City Attorney Driscoll read aloud the rules governing Vox Pop. Mayor Davis then opened the floor for public comment. The following people came forward to speak:

- Susie Saxe, 6237 Grand Blvd., NPR spoke regarding the RST capital campaign and the grant award from the CRA.
- George Romagnoli, 6235 Florida Ave., NPR spoke regarding the proposed property tax reform, the upcoming budget season, the Villa del Sol project and CDBG program. Donna
- Jensen, 5722 Wyoming Ave., NPR spoke regarding the damage that occurred at the old Gulf High School and future uses of the property.
- Kate Connolly, 5508 Vermont Ave., NPR thanked Council for their preservation efforts with the theatre and her hopes that NPR can reclaim the title of largest city in Pasco especially with the Railroad Square renovations.
- Marlowe Jones, spoke regarding CRA funding, updating the City Charter, changing the agenda and vital services being cut from the city.

With no one else coming forward for public comment, Mayor Davis closed Vox Pop.

9. City Council Response to Vox Pop Speakers

Councilman Altman spoke regarding the loss of revenue from the proposed property tax removal and the flooding at Schwettman. Councilman Butler spoke regarding the theatre, the old Gulf High School building, and a staff backed report on impact regarding property taxes. Deputy Mayor Jonas spoke regarding property taxes, the Richey Suncoast Theatre legacy award, and the old Gulf High School property. Councilman Murphy thanked Richey Suncoast Theatre for all of their hard work and progress they have done, property taxes, old Gulf High School flooding, City Charter revision.

10. Consent Agenda

Motion made by Brian Jonas, and seconded by Matt Murphy to accept the Consent Agenda. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

a. Purchases/Payments for City Council Approval

11. Public Reading of Ordinances

a. First Reading, Ordinance No. 2026-2347: Duke Energy Franchise Agreement Renewal

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced Public Works Director Colin Eichenmuller who then presented the item to Council. He stated the purpose of this agenda item was to conduct a first reading of an ordinance to renew the franchise agreement with Duke Energy. He stated the existing 1996 franchise agreement with Duke Energy expires on July 16, 2026, thus requiring that the City and Duke Energy execute a renewal franchise agreement. He then highlighted the proposed changes including franchise fee, audit rights, and utility rights. City Manager Manns stated the franchise fee is not negotiable as they are set by the commission and the term is for fifteen years with two five-year renewal options.

Upon opening the floor to public comment, the following people came forward to speak in opposition of this item:

- Marley Price, 5034 32nd Ave. N., St. Petersburg
- Jason Scott, 4636 Redfish Ln. SE, St. Petersburg
- Brittany Schneider, 8534 Mobley Way, NPR
- Thomas Gross, 4927 13th Ave. N., St. Petersburg
- Marlowe Jones
- Andrew Smith, 7409 Columns Cir.

With no one else coming forward Mayor Davis returned the floor to Council. Katie Christian with Duke Energy came forward to speak regarding the relationship with the city and our community. She also spoke regarding the proposed agreement.

Motion made by Brian Jonas, and seconded by Matt Murphy to approve the ordinance upon its first reading. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

b. First Reading, Ordinance No. 2026-2350: Amendments to Utility Ordinance

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns stated that for some time now, there has been discussion and consideration in instituting some amendments to the utility ordinance in that regard, Ms. Dunn has been very busy and working, along with a few other staff members, on a redraft of the City's utility ordinance. The purposes, in large part, were to improve the operation of the City's utility by addressing some of the water loss issues that we have, enhancing our collection performance, and also to create some service efficiencies. She stated she wanted Council to be to be mindful of the fact that the one of the recommendations being presented tonight does relate to solid waste collection, and it's based on a direction from them that we incorporate the solid waste bills onto the utility bills. She then introduced Assistant City Manager Rob Williamson who then made a presentation to Council. Mr. Williamson began his presentation by highlighting the city's utility service areas. He then highlighted the current water connections and revenues. He then highlighted current customer accounts. He then spoke regarding uncollected revenue. Mr. Williamson then highlighted the three key changes in the amendment which included owner-only accounts, rates & fees would be set by resolution by Council and security deposit treatment. He then highlighted the recommended timeline for implementation. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Brian Jonas, and seconded by Matt Murphy to approve the ordinance upon its first reading. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

c. Second Reading, Ordinance No. 2026-2364: Amendments to Chapter 23, Code of Ordinances RE: Transportation Devices

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to conduct a second and final reading of an ordinance amending Chapter 23 - Limitation of Transportation Devices on Railroad Square and other areas within the city.

The main elements of the ordinance revisions are as follows:

- Transportation Devices are not allowed in the Railroad Square’s Transportation Device Exclusion area at any time.

- The reckless operation of Transportation Devices is not allowed within the city.
- Transportation Devices, except for bicycles, are not allowed in any city park at any time. However, this does not apply to areas specifically designated for such devices, like skateboard parks.
- Article IV of the ordinance does not prohibit the use of specific types of Transportation Devices in any city park if those areas are designated for such devices during special events authorized by the city council or city manager from time to time.

Upon opening the floor to public comment, the following people came forward to speak:

- Deanna Wilson, 5532 Delaware Ave., NPR asked about e-bikes in the park. City Manager Manns stated they would not be allowed.

With no one else coming forward Mayor Davis returned the floor to Council. City Attorney Driscoll clarified the items that were changed from first reading.

Motion made by Brian Jonas, and seconded by Matt Murphy to approve the ordinance upon its second and final reading. The Motion Passed. 3 - 2 Ayes: Chopper Davis, Brian Jonas, Matt Murphy Nays: Peter Altman, Bertell Butler IV

12. Business Items

a. Request to Waive Fees for 2025 Cotee River Bikefest

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to consider a request submitted by Tina Farrell, President of Farrell Cares, Inc. to waive the special event fees associated with the 2025 Cotee River Bikefest in the amount of $10,285.76. She stated at the Council meeting on March 3rd Council waived fees associated with the 2025 Chasco Fiesta which prompted this issue being raised by Ms. Farrell. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Bertell Butler IV, and seconded by Brian Jonas to provide an additional in-kind support to Farrell Cares in the amount of $10,285.76. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

b. Request to Enter into an Infrastructure Agreement with NPR Grand 1, LLC RE: Villa del Sol Project

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to authorize the City Manager to enter into an Infrastructure Agreement with NPR Grand 1, LLC in relationship to the Villa del Sol project. She stated Infrastructure Agreement deals with one element of an economic development incentive package that has been developed for your consideration, and this is on the City Council agenda, because we are actually requesting your permission to allow staff to install an eight-inch water line to support the transmission of reclaimed water from Cecilia Avenue to a portion of the George Street, where it will be connected to the property. She stated by way of this agreement, if Council approves to do the work, there is a companion item on the CRA agenda whereby we will be asking you to approve the expenditure of funds, which is estimated to be $98,500. The installation of the reclaimed water line shall occur either within twelve months of the effective date of the agreement or within 90 days of the issuance of a building permit, whichever is later.

Upon opening the floor to public comment, the following people came forward to speak:

- Donna Jensen, 5922 Wyoming Ave., NPR came forward to ask how much it will cost the city and tax payers for this line. She also asked who else will benefit from it. City Manager Manns stated the costs associated are part of the CRA agenda item. This is just to commit city resources to build the line. She stated it will service the property exclusively at this point but there is additional capacity in the line which could service additional areas in the future.
- Sue Grassin, Grand Blvd., NPR spoke about having the option for residents who have lived here for a long time.

With no one else coming forward Mayor Davis returned the floor to Council.

Motion made by Peter Altman, and seconded by Matt Murphy to authorize the City Manager to utilize city resources to install the water line as requested. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

c. ITB26-019 Plunge Pool and Dive Pool Resurfacing Bid Rejection
City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was for City Council to reject the sole bid received from AuMiller Pools LLC in the amount of $192,383 for ITB26-019 Plunge Pool and Dive Pool Resurfacing and to authorize staff to re-bid the project. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Bertell Butler IV, and seconded by Matt Murphy to approve to reject the bid as requested. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

d. ITB23-007 Fire Station No. 2 Relocation Project Close-Out
City Manager Manns introduced Public Works Director Colin Eichenmuller who then presented the item to Council. He stated that the purpose of this agenda item was to approve the deductive change order in the amount of $706,017.08 and the final pay request in the amount not to exceed $203,880.96 submitted by E& L Construction Group Inc. for the project close-out of the ITB23-007 Fire Station No. 2 Relocation Project. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Brian Jonas, and seconded by Matt Murphy to approve the item as presented. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

e. Update on Discussion Regarding Pasco County's Proposed Municipal Service Taxing Unit for Parks, Recreation, and Natural Resources
City Manager Manns introduced the item to Council. She stated this was an agenda item at your meeting on June 2nd, and at that time she asked Council to table the agenda item. What Pasco County specifically would like to do is to establish a Municipal Service Taxing Unit, which is a special taxing jurisdiction that is allowed under Florida Statutes for a county to fund and provide specific municipal services. The funding collected under a Municipal Service Taxing Unit can be used to support operations, maintenance and capital improvement items, and the parks and rec department. She stated that the County is funded through their general operating millage. She stated that what the proposal is from the County is that they would reduce their general operating millage by the same amount that they would want to assess in their Municipal Service Taxing

Unit, which would result in no tax increase in for any of our tax payers in terms of what is devoted for parks and rec services to the County. She stated the County is advancing two different scenarios and several different millage rates, which could be effectuated in the city based on the County's action and final determination as to how they want to go forward and how many cities within the county choose to participate. City Manager Manns stated with the Municipal Service Taxing Unit, the difference between the first grouping and the second grouping is that the second grouping includes some capital money, which is not included in the first group. She stated as you can see, our millage rate is 8.2000 and under the scenario where they just apply for funding for operations and maintenance, it could amend our millage rate from 8.2000 to 8.6686 through somewhere up to 8.7048. She stated under the scenario where they include some capital improvement items, the millage rate range is 8.7558 through 8.7988. She stated she wishes she could tell Council at this point a specific amount, but that has not been indicated by the County Commission yet.

Councilman Altman stated that based on our effort to try to have the County acknowledge the benefit to our City, the benefit to those folks who live outside the city limits of our, in particular, aquatic and recreation facility, we have made some solid determination that over 60% of the people who use the facility live outside the city limits. He stated that it is important to say is that the County has made a determination that they want to call this a Municipal Service Taxing Unit so it plays directly into our strategy that by the County saying it is a municipal service taxing area, that they are acknowledging that this is a second level of service that is of a municipal level, which goes straight to the statutes that says if there are services that can best be provided by the community, the entity that is closest that that the statutes direct, that that should be part of the negotiation. He stated that the bottom line is when you hear that our millage rate will go up, it is not our millage rate, but our allocated millage rate. He stated the proposed County ordinance does provide an opt out provision. He stated if we opt not to do it, then what we are saying to the County is you are on your own. We are not going to pay for any of the county parks or the county recreation facilities, because we are serving a municipal purpose in our own city.

Councilman Butler asked about the fire rescue payment and City Manager Manns stated there has not been any update by the County. She stated she has asked the County for financial data to support the request. Councilmen Butler and Altman then held a brief discussion regarding the City's options.

13. Communications

Councilman Altman spoke regarding his experience at the finance conference especially regarding AI. Deputy Mayor Jonas congratulated the newly sworn in firefighter and police officers. He applauded Richey Suncoast Theatre for their accomplishments. He stated that NPRMS will represent the City at the Florida Governor's Conference on Tourism in West Palm. City Manager Manns spoke regarding the in-kind matter for special events and the variables we take into consideration during the review process. She stated improvements will be implemented for the next round in the upcoming fiscal year. She reminded everyone of the Boots on the Ground event at the RST this Friday. She also spoke about the Hometown Extravaganza weekend events. She also spoke regarding the commemorative coins for sale for America 250.

14. Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 8:42p.m.

(signed) _____

Judy Meyers, MMC
City Clerk

REVISED ITEM:
12B – Regular CC Agenda
4A – CRA Agenda

Prepared by and after recording
Return to:
Tyler J. Hudson, Esq.
Gardner Brewer Hudson, P.A.
400 N. Ashley Drive, Suite 1100,
Tampa, Florida 33602

CITY OF NEW PORT RICHEY, FLORIDA
INFRASTRUCTURE AGREEMENT

THIS INFRASTRUCTURE AGREEMENT (this "Infrastructure Agreement") is entered into as of this ____ day of _____ 2026 (the "Effective Date"), by and between the **CITY OF NEW PORT RICHEY, FLORIDA**, a Florida municipal corporation (the "City"), and **NPR GRAND 1, LLC**, a Florida limited liability company (the "Developer").

WITNESSETH

WHEREAS, the Community Redevelopment Agency of the City of New Port Richey, Florida (the "Agency") and Developer, as Recipient, have entered into that certain City of New Port Richey, Florida Community Redevelopment Agency Commercial Real Estate Redevelopment Grant Agreement for Villa del Sol dated as of _____, 2026 (the "Grant Agreement"), which Grant Agreement is incorporated herein by this reference as if fully set forth herein;

WHEREAS, Developer intends to design, plan, permit, construct, and otherwise cause the development of the Project (as defined in the Grant Agreement) on the Property located at 5637 Marine Parkway, New Port Richey, Pasco County, Florida, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, City and Developer desire to enter into this Infrastructure Agreement to set forth certain limited obligations of City with respect to public infrastructure and related matters in connection with the Project;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows.

(1) **RECITALS; INCORPORATION; DEFINED TERMS**. The recitals stated above are true, accurate and correct and are incorporated herein by this reference. Capitalized terms used but not defined in this Development Agreement shall have the meanings set forth in the Grant Agreement.

(2) **TERM**. This Infrastructure Agreement shall be effective upon execution by both parties and shall continue for the same term as the Grant Agreement (including any

extensions in accordance with the Grant Agreement), unless earlier terminated in accordance with this Infrastructure Agreement or applicable law.

(3) **RECLAIMED WATER EXTENSION**. City shall, at City's sole cost and expense, install and complete the extension of a reclaimed water line to the Property sufficient for supplying the reclaimed water needs of the completed project, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Reclaimed Water Extension"), within twelve (12) months of the Effective Date or within 90 days of the date the first building permit is issued to Developer for the Project, whichever is later.

(4) **AMENDMENTS; ADMINISTRATIVE CHANGES**. This Infrastructure Agreement may be amended only by a written instrument executed by City and Developer. Any other attempt at amending, modifying or revising this Infrastructure Agreement shall be null and void and of no force or effect.

(5) **ASSIGNMENT**. Notwithstanding anything to the contrary contained in this Infrastructure Agreement, Developer shall have the right, with the prior consent of the City Manager, to assign all or any portion of Developer's rights and obligations under this Infrastructure Agreement to one or more successors or assigns that acquire all or any portion of Developer's ownership interest in, or development rights with respect to, the Property. Any such assignment shall be effected pursuant to a written assignment and assumption agreement. Upon the effective date of any such assignment and assumption, City shall thereafter be obligated to perform its obligations under this Infrastructure Agreement for the benefit of the applicable assignee(s), and Developer shall be released from all liability under this Infrastructure Agreement only with respect to the obligations so expressly assigned and assumed. For purposes of this Section, and consistent with the assignment provisions of the Grant Agreement, (i) Developer may, with the prior consent of the City Manager, assign all or any portion of its rights and obligations under this Infrastructure Agreement to (a) any apartment developer or townhome developer (or an affiliate of such developer) that is acquiring or has acquired all or a portion of the Property or development rights with respect thereto, and/or (b) any Lender or its designee in connection with the exercise of remedies under any loan documents secured by such rights or the Property; provided that any such assignee under clause (a) shall be a person or entity with demonstrated experience in the development of multifamily residential projects of comparable scope and complexity to the Project and establish the financial ability to complete the Project; and (ii) any assignment to any person or entity shall require the prior written consent of the city manager of the City, which consent shall not be unreasonably withheld, conditioned, or delayed so long as the assignee meets the qualifications herein. Within a reasonable time, upon written request from any assignee or its lender, City shall confirm in writing its recognition of the assigned rights and, if requested, enter into a separate written agreement with such assignee (and its lender, if applicable) on substantially the same terms as set forth herein.

(6) **COLLATERALIZATION OF RIGHTS**. Developer may collaterally assign and pledge its right, title, and interest in Developer's rights under this Infrastructure Agreement,

as security for loans made in connection with the financing, refinancing, or recapitalization of the Project or any portion thereof, in favor of one or more bona fide institutional or commercial lenders (each, a "Lender"). City shall continue to perform its obligations under this Infrastructure Agreement for the benefit of Developer unless and until City receives written notice from a Lender that such Lender has exercised its remedies and succeeded to Developer's rights under this Infrastructure Agreement (whether through foreclosure, deed-in-lieu, assignment in lieu of foreclosure, or similar realization on collateral), together with a written assumption by such Lender (or its designee) of Developer's obligations under this Infrastructure Agreement relating to the assigned rights. Upon receipt of such notices, City shall perform its applicable obligations under this Infrastructure Agreement for the benefit of such Lender (or its designee), and Developer shall remain liable to City only for obligations arising prior to the effective date of such assumption.

(7) **RUNNING WITH THE LAND**. This Infrastructure Agreement shall be binding upon and inure to the benefit of City and Developer and their respective successors and permitted assigns and shall run with the land constituting the Property for the duration of this Infrastructure Agreement upon recording as provided herein.

(8) **RECORDS MANAGEMENT.** To the extent City is required by applicable law to maintain records relating to this Infrastructure Agreement, City shall do so in accordance with applicable public records and records retention requirements. Developer's records obligations, if any, related to Program Funds are governed by the Grant Agreement.

(9) **PUBLIC RECORDS**. To the extent applicable, City is subject to Chapter 119, Florida Statutes. If Developer is acting on behalf of City as a contractor solely for purposes of this Infrastructure Agreement, the parties shall comply with Section 119.0701, Florida Statutes, as applicable; provided, however, Developer's public records obligations related to Program Funds, if any, are governed by the Grant Agreement.

(10) **DEFAULT; NOTICE AND CURE**. A party shall be in default under this Infrastructure Agreement only upon (a) written notice from the non-defaulting party describing the default in reasonable detail and (b) failure to cure within thirty (30) days after receipt of such notice; provided, however, that if such default is not reasonably capable of being cured within such thirty (30)-day period, no default shall be deemed to have occurred so long as the defaulting party commences cure within such period and diligently pursues cure to completion within a reasonable time. In the event of a default, the non-defaulting party may pursue such remedies as are available at law or in equity, including specific performance; provided, however, all remedies are subject to applicable governmental immunities and limitations under Florida law.

(11) **LEGAL AUTHORIZATION.** Each party represents that it possesses the legal authority to execute and deliver this Infrastructure Agreement and to perform its obligations hereunder, and that the undersigned executing this Infrastructure Agreement on behalf of such party is duly authorized to do so.

(12) **REPRESENTATIONS**. Each party represents and warrants to the other that this Infrastructure Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, and other laws affecting creditors' rights and, as to City, sovereign immunity and other limitations under Florida law.

(13) **ESTOPPEL CERTIFICATES**. From time to time, Developer may request that City deliver a written estoppel certificate, for the benefit of Developer and Developer's lenders or counterparties, confirming the then-current status of City's performance of its obligations under this Infrastructure Agreement, including whether any such obligations remain outstanding or have not yet been satisfied, and identifying any known uncured City or Developer defaults. City shall deliver such estoppel certificate within fifteen (15) days after written request by Developer, in such form as Developer may reasonably request.

(14) **LIABILITY; SOVEREIGN IMMUNITY; LIMITED PURPOSE**. Each party shall be responsible for its own negligent acts or omissions and those of its officers, employees, agents, contractors, and consultants, to the extent permitted by law. Nothing herein shall be construed as a waiver of City's sovereign immunity or limits of liability under Section 768.28, Florida Statutes. Notwithstanding the title or any other provision of this Infrastructure Agreement, this Infrastructure Agreement is not, and shall not be construed as, a development agreement subject to Sections 163.3220 through 163.3243, Florida Statutes (the Florida Local Government Development Agreement Act).

(15) **INDEMNIFICATION**. Developer shall indemnify and hold City and its employees, agents, officers and directors harmless from and against any and all claims, demands, causes of action or lawsuits of any kind or character arising directly or indirectly from the operation or performance of this Agreement. Said indemnification includes, but is not limited to, claims, demands, causes of actions, lawsuits for damages or injuries to goods, wares, merchandise and property, and/or for any bodily or personal injury or loss of life in, upon or about the Property and the area immediately surrounding the Property that Developer uses in connection with the performance of this Agreement. Developer shall investigate, handle, provide defense for, and pay for and defend against any such claims, demands, causes of action or lawsuits at its sole expense and shall bear all other costs and expenses related thereto, even if the claim, demand, cause of action or lawsuit is groundless, baseless, false or fraudulent. Notwithstanding the foregoing, Developer's indemnification obligations under this Section shall not extend to any claims, demands, causes of action, or lawsuits to the extent arising from or caused by the fraud, gross negligence, willful misconduct, or intentional misrepresentation of City or its employees, agents, officers, or directors.

(16) **RIGHTS CUMULATIVE.** All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to those given by law.

(17) **NOTICES.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered or given when (a) actually received or (b) signed for or "refused" as indicated on the postal service return receipt. Delivery may be by personal delivery, courier service, overnight courier, certified or registered mail, return

receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they may hereafter specify by written notice delivered in accordance herewith:

City:

CITY OF NEW PORT RICHEY
ATTN: CITY MANAGER
5919 Main Street
New Port Richey, FL 34652

Developer:

NPR GRAND 1, LLC
Attn: Grady Pridgen III
240 4th Street North
St Petersburg, FL 33701

(18) **TIME**. Time is of the essence of this Agreement and of each provision hereof.

(19) **ATTORNEYS' FEES.** City and Developer acknowledge and agree that should either party be required to employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest under this Infrastructure Agreement, or to recover damages for the breach of this Infrastructure Agreement, the non-prevailing party in any action (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable expenses of litigation and attorneys' fees, expended or incurred in connection therewith including appellate fees and court costs, if any.

(20) **PARAGRAPH HEADINGS**. Paragraph headings utilized in this Infrastructure Agreement are for convenience only and shall not be deemed to limit or control the contents of any paragraph of this Infrastructure Agreement.

(21) **GOVERNING LAW AND VENUE**. This Infrastructure Agreement shall be construed according to the laws of the State of Florida. The designated venue for any action or lawsuit pertaining to this Infrastructure Agreement shall be in Pasco County, Florida.

(22) **SEVERABILITY**. If any clause or provision of this Infrastructure Agreement is found to be illegal, invalid, or unenforceable under present or future laws effective during the effectiveness of this Infrastructure Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Infrastructure Agreement shall not be affected thereby.

(23) **EFFECTIVE DATE**. This Infrastructure Agreement shall become binding upon the parties only after having been signed by the appropriate officer for Developer and the appropriate officer(s) for City.

(24) **ENTIRE AGREEMENT.** This Infrastructure Agreement, together with the Grant Agreement incorporated herein by reference, constitutes the sole and entire understanding between the parties hereto and supersedes all prior representations, agreements and understandings between the parties related to the subject matter hereof, which are merged herein. In the event of any conflict or inconsistency between the terms of this Infrastructure Agreement and the terms of the Grant Agreement, (a) as to Developer's obligations (including Developer's obligations as Recipient under the Grant Agreement), the Grant Agreement shall control, and (b) as to City's obligations, this Infrastructure Agreement shall control.

(25) **ADVICE OF COUNSEL**. Each party acknowledges that it has sought and received, if it so desired, the advice of counsel in connection with the meaning and import of each provision of this Infrastructure Agreement and enters into this Infrastructure Agreement with full understanding hereof.

(26) **WAIVER OF RIGHT TO TRIAL BY JURY**. The parties recognize that this Infrastructure Agreement is a relatively complex business document, that the Infrastructure Agreement is relatively lengthy and technical in nature and may be susceptible to misinterpretation if isolated provisions are the subject of review, and that in the event of any dispute as to the rights and obligations of the parties under this Infrastructure Agreement, a judge, rather than a jury, would be the most efficient and best qualified trier of fact. Accordingly, the parties hereby desire, acknowledge and agree to waive their respective rights to a jury trial with respect to any litigation or other legal proceeding based on this Infrastructure Agreement.

(27) **RECORDING – COVENANT RUNNING WITH LAND.** This Infrastructure Agreement (or a memorandum thereof) shall be recorded in the public records of Pasco County, Florida and shall constitute a covenant running with the land against the Property for the duration hereof.

(28) **JOINT PREPARATION**. The preparation of this Infrastructure Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial

(29) **COUNTERPARTS**. This Infrastructure Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Infrastructure Agreement to be executed by their undersigned officials as duly authorized.

DEVELOPER:
NPR GRAND 1, LLC

By: _____
Grady C Pridgen, III, as Manager

_____

WITNESSES:

_____

_____
Name (printed or typed)

_____
Address of Witness

_____

_____
Name (printed or typed)

_____
Address of Witness

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by Mr. Grady C Pridgen, III on behalf of **NPR GRAND 1, LLC** ( ) who is personally known to me or ( ) who produced a driver's license as identification.

_____
Notary Public-State of Florida
My Commission Expires:

SIGNATURES CONTINUED ON NEXT PAGE

CITY:

Attest/Witness:

CITY OF NEW PORT RICHEY, FLORIDA

_____
Judy Meyers, City Clerk

By:_____
Debbie L. Manns, as City Manager

Witness:

Approved as to Legal form and Substance:

_____
Name, Printed

_____
Timothy P. Driscoll, City Attorney

Witness Addresses: 5919 Main Street
New Port Richey, Florida 34652

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by Debbie L. Manns, on behalf of **CITY OF NEW PORT RICHEY, FLORIDA** ( ) who is personally known to me or ( ) who produced a driver's license as identification.

_____
Notary Public-State of Florida
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[ATTACHED]

EXHIBIT B

RECLAIMED WATER EXTENSION

[ATTACHED]

NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

TO: City of New Port Richey City Council

FROM: Crystal Dunn, Finance Department

DATE: July 7, 2026

RE: Purchases/Payments for City Council Approval

REQUEST:

The City Council is asked to review the attached list of purchases and expenditures and authorize payment.

DISCUSSION:

Section 2-161 of the City's Code of Ordinances requires approval by the City Council for purchases and payments $25,000 and over.

RECOMMENDATION:

It is recommended that the City Council authorize the payment of the attached list of purchases and expenditures.

BUDGET/FISCAL IMPACT:

The purchases and expenditures presented have already been budgeted for. Expenditures will be included in the fiscal year-end reporting.

ATTACHMENTS:

- Purchase Payments 7.7.26 REVISED.pdf

PURCHASES/PAYMENTS FOR CITY COUNCIL APPROVAL

EZ Contracting LLC 2025 Oxidation Ditch #3	$348,650.00
Garcia Civil Contractors CDBG Sidewalk Project	$93,323.06

RECURRING EXPENDITURES OVER $25,000

Enterprise Lease for City Vehicles – May 2026	$86,420.36
Appalachian Material Services, Inc. Disposal of Bio-Solids – May 2026	$59,138.99
Pasco County BOCC 911 Services, Jan 2026 – March 2026	$30,436.00
Pasco County BOCC 911 Services, Oct. 2025 – December 2025	$30,436.00
Duke Energy Monthly Usage – May 2026	$26,347.64
Lynch Oil Company Gasoline Purchase	$25,948.04

NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

TO: City of New Port Richey City Council

FROM: Kevin Trapp, Parks and Recreation Department

DATE: July 7, 2026

RE: Parks and Recreation Advisory Board Minutes - May 2026

REQUEST:

The request before the City Council is to review and approve the Parks and Recreation Advisory Board minutes from May 2026.

DISCUSSION:

The Parks and Recreation Advisory Board meets monthly. The Parks and Recreation Advisory Board has approved the minutes from their May 2026 meeting.

The next Parks and Recreation Advisory Board meeting is scheduled for July 15, 2026, at 5:30pm in the Oak Room at the New Port Richey Recreation and Aquatic Center, which is located at 6630 Van Buren Street. The public is invited to attend.

RECOMMENDATION:
The recommendation before the City Council is to review and accept the minutes for the May 2026 Parks and Recreation Advisory Board meeting minutes.

BUDGET/FISCAL IMPACT:
None

ATTACHMENTS:
- May 2026_Parks Recreation Adv. Board Minutes.pdf

PARKS & RECREATION ADVISORY BOARD
MEETING MINUTES

May 13, 2026

The regular meeting of the Parks & Recreation Advisory Board was held at the Recreation & Aquatic Center. The meeting was called to order at 5:30 PM on Wednesday, May 13, 2026. Board Members Chairman David Schrader, Stephen Blanchard, Tad Clements, Kevin Robinson and Sue Grassin were in attendance. Ms. Peggy Lybrook attended her first meeting as a prospective member.

1. **APPROVAL OF MINUTES**
    - A motion was made to approve the April 8, 2026 minutes. The minutes were unanimously approved.

2. **OLD BUSINESS**
    - Advisory Board Member Recruitment

      Chairman Schrader remarked that the board is doing well regarding new members. He introduced Ms. Sue Grassin formally to the board and Mr. Trapp informed the board her application was approved at the May 5 City Council meeting. The board currently has five members and there are other applications that have been submitted for council consideration.

    - Drive-in Movie Discussion

      Mr. Trapp reminded everyone of the upcoming event and the need for judges. He informed everyone of some important event details which included that judging will begin at 7:30pm and staff prepared a scoring sheet for the judges. The Library hosted a cardboard making event on April 8.

    - Summer Membership Sale

      Mr. Trapp informed the board that the Recreation & Aquatics summer membership sale was approved by City Council. The sale will begin on May 6. Mr. Blanchard asked whether or not there was a flyer with the details of the sale. Mr. Trapp informed the board a flyer was available for the sale and that it is displayed at the front desk. It has also been posted on social media.

    - FY 26-27 Budget

      Mr. Trapp asked whether or not any of the members had any input on projects that they would like to see happen in the upcoming fiscal year. Mr. Blanchard said that several people he knows are asking about getting another dog park. Mr. Clements asked whether or not there was any vacant property in City limits that could be utilized for a dog park. A discussion was held with board members regarding the idea of a future dog park somewhere else in the City.

3. **NEW BUSINESS**

- Grant Funding

  Mr. Trapp informed the board that the City would be submitting the Grey Preserve Boardwalk renovation project for the current Recreational Trail Program grant cycle. The City has submitted other projects for this grant in past years. The submitted project anticipated budget aligns more with the max grant amount available for the RTP which is a 50/50 match up to $450,000.00. The City also intends to submit the Congress St trails and pedestrian wooden bridge project that connects into the Grey Preserve. The anticipated grant for this project would be the Land and Water Conservation Fund as it has a larger grant award amount.

- Summer Season Overview

  Mr. Trapp gave details about the annual summer camp which will begin on June 1, 2026. He explained how the Recreation Center will continue to provide open gym time while also running summer camp at the facility. The camp capacity was increased from 125 campers to 150 campers this summer and is sold old. It will run from June 1 through August 7. Mr. Trapp gave all the details about the Aquatics department, including summer pool hours and swim lessons. A flyer with details regarding the two items was given out.

- Parks and Recreation Month

  Mr. Trapp informed the board that July is Parks & Recreation month. He has requested that a proclamation be read at an upcoming City Council meeting in an effort to promote the benefits of Parks and Recreation and bring attention to everything the department has to offer. The advisory board was invited to attend the City Council meeting when the proclamation is read. Mr. Blanchard asked that a reminder be sent out prior to the event. Staff will inform the board once a date has been set.

- Project Updates

  Mr. Trapp provided an update on projects at the Recreation Center. The replacement of the gymnasium wall pads was completed and a fence has been added around the perimeter of the outdoor basketball courts. The Palm Room floors are scheduled to be replaced in the coming months.

- Event Wrap-ups

  Mr. Trapp gave an overview of the events that have recently occurred. Spring Break camp was a great success and was sold out at a maximum of 50 children attending the week-long camp. The camp generated approximately $4,000.00 in gross revenue. The camp consisted of 17 resident and 33 non-resident children. The two Kids Night Out events

that occurred since the last meeting were sold out. The themes included a glow party and bounce house party. The grand re-opening of Railroad Square was held on April 11 and 12. The event kicked off on Saturday with music performances and continued with family fun events on Sunday.

4. **UPCOMING SPECIAL EVENTS/REC PROGRAMS/LEAGUES**

A general overview of the upcoming events was discussed.

The meeting adjourned at 6:31pm.

Respectfully submitted,
Krista J. Schiano

NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

TO: City of New Port Richey City Council

FROM: Crystal Dunn, Finance Department

DATE: July 7, 2026

RE: Fire Pension Board Minutes - February 2026

REQUEST:

The request before the City Council is to review and acknowledge the minutes from the February 24, 2026, Fire Pension Board meeting.

DISCUSSION:
The Fire Pension Board is an independent board established to administer and oversee the retirement pension plans for sworn firefighters. The board is responsible for ensuring the plans are administered in accordance with appliable state statutes, local ordinances, and plan documents while protecting the financial integrity of the retirement system.

The pension board meets on a quarterly basis to review and conduct routine pension plan business such as review and approval of prior meeting minutes, investment performance updates, benefit approvals and pension distributions, actuarial and legal updates, and general administrative matters related to the pension governance. The most recent meeting was held on May 26, 2026, at which time the February 2026 minutes were approved.

In accordance with best governance practices, the minutes for these meetings are provided to the City Council for review and acknowledgement.

The next quarterly Fire Pension Board meeting will take place at City Hall on Tuesday, August 25, 2026, at 3:00 p.m.

RECOMMENDATION:

The recommendation before the City Council is to review and acknowledge the minutes from the February 24, 2026 Fire Pension Board quarterly meeting.

BUDGET/FISCAL IMPACT:

None. This item is informational and does not require City Council action beyond acknowledgement.

ATTACHMENTS:

- 02.24.26 Fire Pension Board Minutes.doc

MINUTES OF NEW PORT RICHEY FIREFIGHTERS PENSION BOARD MEETING

HELD ON FEBRUARY 24, 2026, AT NPR FIRE ADMINISTRATION, NPR, FL

A regular meeting of the New Port Richey Firefighters Pension Board of Trustees was held on the above date. The meeting began at 3:00 PM. The following Board members were present: Joe Fiorentino, David Dorsey, Bob Langford. Also in attendance were Attorney Lindsey Garber (Klausner, Kaufman, Jensen & Levinson); Craig VanderWall and Joe Shelly (Great Lakes Advisors); Jennifer Gainfort (Mariner); Sara Carlson (Foster & Foster); Fire Chief Fitch; FF Tom Christian; Karen Lauer (Plan Administrator – via Teams).

ITEM #1 - PUBLIC COMMENTS

None

ITEM #2 – EVAN DEVORE RESIGNATION/INTRODUCTION OF JAVIER ESPINALES

Karen Lauer advised the Board that Evan Devore resigned from the Board effective January 8, 2026. Javier Espinales will be taking his place but was unable to attend this meeting.

ITEM #3 – TRUSTMARK – KRISTAN STAEHLING & LAUREN BOATWRIGHT

Karen Lauer introduced Kristan Staehling and Lauren Boatwright (both joined the meeting via Teams), representatives of Trustmark, the Board's new custodian. Kristan advised that she is the Manager of Institutional Services. She and Lauren have been working with Karen Lauer and Jennifer Gainfort during the transition to their firm. The transition went very well, with assets transferred to Trustmark in December and first benefit payments sent out January 1, 2026. Karen Lauer explained to the Board that past practice for bill payments and fund transfers were completed with her authorization only. She noted that any transfers from investment accounts to the cash account are done at the advice of Jennifer Gainfort to keep the accounts in line with asset allocations. Trustmark was provided with a form that required two signatures for any fund payments or transfers. Karen asked the Board to consider returning to requiring one signature for transactions. One signature approved by consensus. Karen will submit a new signature authorization form to Trustmark.

ITEM #4 – APPROVAL OF MINUTES FROM NOVEMBER 18, 2025 REGULAR MEETING

David Dorsey made a motion to approve the minutes of the August meeting. Motion was seconded by Bob Langford and passed unanimously.

ITEM #5 – FOSTER & FOSTER ACTUARIAL VALUATION – SARA CARLSON

Sara Carlson presented the actuarial valuation for the fiscal year ending September 30, 2025. Page 5 shows an increase in required contributions due to higher payroll increases and an update to the FRS mortality tables. These changes were partially offset by double digit gains in the market. Total required minimum contributions are $746,056 vs $649,921 for the prior year. Employee contributions are estimated at $145,998; city and state required contribution is $600,058; estimated state contribution $169,473; estimated city required contribution $430,585. Recent benefit changes were included in the actuarial calculations. Funded ratio and unfunded liability are on page 8 of the report. The unfunded liability has increased to $1,906,493 and the funded ratio is 89.3% vs 90.9% for the prior year. Page 11 shows asset returns over the last 5 years. Sara advised that the actuarial smoothing uses the average of the last 4 years (2022 to 2025.) The current actuarial value if 7.75% which is higher than the assumed rate of return of 7.40%. Also noted that the negative return of -17.85% in 2022 will drop off next year and not be included in the smoothing. Lastly, Sara advised that the city has contributed $224,000 above the funding requirement. Motion to approve the actuarial valuation made by Bob Langford, seconded by David Dorsey. Motion passed unanimously. Lindsey Garber advised that the Board needs to set a rate of return of 7.4% for the short term, mid term and long term thereafter. So moved by David Dorsey and seconded by Bob Langford. Motion passed unanimously.

ITEM #6 – GREAT LAKES ADVISORS – CRAIG VANDERWALL & JOE SHELLY

Craig VanderWall, referring to page 7 of the Great Lakes report for fixed income, advised that there have been no changes to their team. Mary Jane Cullinan, who has joined meetings in the past, was unavailable for this meeting. Craig turned it over to Joe Shelly, also from Great Lakes, to go over the performance for the quarter ending December 31, 2025. Joe Shelly advised that the GLA goal is to add value for clients by investing in diversified securities that will outperform markets, with a lower risk profile. Referring to page 12 of the report, the benchmark was up 7% and the Fed eased three times. During the first and second quarters of 2025 GLA sold corporates to buy mortgages. This turned out to be the right strategy, but the results were not seen until the fourth quarter. During the fourth quarter, the Fed stopped buying mortgages and President Trump instructed Fannie May and Freddie Mac to buy mortgages to bring down the rate for first time homebuyers. This was beneficial in that it brought returns that were just a bit under the benchmark. Page 15 shows duration a bit below the benchmark, while comfortably ahead of the benchmark for average yield, yield to maturity, and current yield. The 2026 outlook is dependent on rate easing, with a 50/50 chance of that happening in June and 70% chance for July. GLA is basing corporate spread on value. Concerns for 2026 are 1) Fed independence 2) number and size of interest rate cuts and 3) geopolitical concerns. The charts on page 17 show rolling performance, with the fund outperforming 100% of the time for both a three year and 5 year period.

ITEM #7 – MARINER PRESENTATION – JENNIFER GAINFORT

Jennifer Gainfort began by announcing an agreement between Mariner and Great Lakes that will reduce the GLA fee to 30 basis points, down from 38. Lindsey Garber advised that she will draft an addendum to the Great Lakes contract reflecting the change. Jennifer Gaifort then presented the performance report for the period ending December 31, 2025. Referring to page 3 of the report, Major Market Index Performance, with the top chart showing quarterly results and the bottom chart showing annual results. The S&P 500 was up 2.7% for the quarter and 17.9% for the year; Midcaps were up 2.4% quarter and 10.6% year; Russell 2000 up 2.2% quarter and 12.8% year. Overseas developing markets were up 5.1% for the quarter and 32.4% for the year. For fixed income the Bloomberg US Agg was up 1.7% for the quarter and 7.3% for the year. Per page 17, the total fund was $18,332,823 as of September 30, 2025, increasing to $18,580,333 as of December 31, 2025. Allocations at the end of the quarter were 61.7% domestic equity, 14.8% international equity, 22.1% domestic fixed income and 1.4% cash equivalent. Per the charts on page 20, the allocations are closely in line with the investment policy statement and no rebalancing is needed at this time. Page 21 is the financial reconciliation for the quarter. Market value as of 10/1/25 was $18,332,23; contributions $79,706; distributions -$228,399; management fees -$3,074; other expenses -$30,209; income $422,459; capital gain $7,028; market value as of 2/31/25 was $18,580,333. Page 23 shows total fund composite with performance in percentage terms. The total plan was up 2.36% versus the benchmark of 2.61%. The plan was in the 21st percentile compared to all public plans. From a one year perspective, the plan gained 15.34% and was in the 16th percentile compared to other plans. The plan has performed well over the long term, with positive returns and high percentile rankings. The chart continues with a breakdown by fund. Jennifer noted that Eaton Vance smid cap continues to underperform but Mariner believes their long term strategy is strong and they will have the ability to regain losses as the market shifts. Vanguard international was a top contributor on a one year basis, up 35.22%. Continuing to page 24, Great Lakes fixed income saw a gain of 7.04% for the one year term and Barclays convertibles one year gain was 16.6%. The current market value as of Friday, February 20th, is $18.96 million.

ITEM #8 – ATTORNEY BUSINESS – LINDSEY GARBER

1) Lindsey Garber advised the Board that the ordinance addressing the benefit freeze has passed first and second reading by City Council and is now a part of the plan. 2) The city is required to post certain plan related items on the city's website. Karen Lauer advised that works directly with the city's IT department to have the required information and documents uploaded to the website annually.

ITEM #9 – OTHER BUSINESS AND/OR COMMUNICATION

The following payments from the fund were approved by the Board. Motion to approve made by David Dorsey, second by Bob Langford. Motion passed unanimously:

11/20/25 Karen Lauer, postage and office supplies $109.10
Klausner, Kaufman, Jensen & Levinson, legal services for custodial transition $1,705.00
Saltmarsh, progress billing for FY 24-25 audit $10,250.00
Great Lakes Advisors, quarterly management fees $3,073.82
12/19/25 Klausner, Kaufman, Jensen & Levinson, November mtg and various legal services $3,011.18
Karen Lauer, postage $28.95
1/15/26 Mariner, quarterly consulting & evaluation $5,000.00
2/9/26 Klausner, Kaufman, Jensen & Levinson, benefit ordinance and other legal services $1,342.50
Great Lakes Advisors, quarterly management fees $3,103.82
FPPTA, annual membership fee $750.00

Return of Contributions: 1/12/26 to Christopher Clark $25,167.00

Other Business:

1) Karen Lauer advised the Board that all but one Confirmation of Receipt of Benefits forms have been received from the retirees. She will has followed up via email with no response and will be sending a certified letter asking for return of the form.
2) Tom Christian addressed the benefit change that was recently adopted, asking the Board if he can enter the DROP effective 7/1/24, as has been his intention since before benefit negotiations began. Per Lindsey Garber, the plan does not specifically provide for retroactive entry to the DROP. The Board is responsible for interpreting the plan. Sara Carlson noted that she has seen this done a few times by other plans under extenuating circumstances. Sara suggested that any approval should be very specific to this member and his circumstances. Lindsey Garber noted that Tom's contributions since 7/1/24 would need to be refunded to him by the plan. David Dorsey asked if there is a cost to the Board and would Lindsey write something up to implement this change. Lindsey advised that the Board can make a motion to approve the back DROP and she can also write something into the administrative rules specific to this situation. David Dorsey asked about repercussions that could occur. Lindsey and Sara noted that other members could request a back DROP for other reasons and would have to be addressed separately at that time. Motion made by David Dorsey to approve Tom Christian entering the DROP effective 7/1/24, along with an administrative rule for this specific situation. Seconded by Bob Langford. Motion pass unanimously. Lindsey advised Tom to apply to the Plan Administrator for DROP effective 7/1/24. She will bring a rule to the next meeting that will memorialize what the Board has agreed upon.

Motion to Adjourn made by David Dorsey, seconded by Bob Langford. The meeting was adjourned at 3:52 PM.

5

NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

TO: City of New Port Richey City Council

FROM: Crystal Dunn, Finance Department

DATE: July 7, 2026

RE: Police Pension Board Minutes - February 2026

REQUEST:
The request before the City Council is to review and acknowledge the minutes from the February 24, 2026, Police Pension Board meeting.

DISCUSSION:
The Police Pension Board is an independent board established to administer and oversee the retirement pension plans for sworn police officers. The board is responsible for ensuring the plans are administered in accordance with appliable state statutes, local ordinances, and plan documents while protecting the financial integrity of the retirement system.

The pension board meets on a quarterly basis to review and conduct routine pension plan business such as review and approval of prior meeting minutes, investment performance updates, benefit approvals and pension distributions, actuarial and legal updates, and general administrative matters related to the pension governance. The most recent meeting was held on May 26, 2026, at which time the February 2026 minutes were approved.

In accordance with best governance practices, the minutes for these meetings are provided to the City Council for review and acknowledgement.

The next quarterly Police Pension Board meeting will take place in the City Council Chambers on Tuesday, August 25, 2026, at 5:00 p.m.

RECOMMENDATION:
The recommendation before the City Council is to review and acknowledge the minutes from the February 24, 2026 Police Pension Board quarterly meeting.

BUDGET/FISCAL IMPACT:
None. This item is informational and does not require City Council action beyond acknowledgement.

ATTACHMENTS:
- 02.24.26 Police Pension Board Minutes.docx

NEW PORT RICHEY POLICE PENSION SYSTEM

Minutes

Of a Quarterly meeting of the Board of Trustees
Meeting at 5919 Main Street, City of New Port Richey
City Hall (Council Chambers),
New Port Richey, Florida 34652
Tuesday, the 24th day of February 2026, at 5:00 P.M.

The meeting was called to order by Mr. Pratt at 5:00 PM.

Trustees Present:
- Mr. Glen Pratt
- Ms. Heather Fiorentino
- Mr. Frank Ferreri
- Sergeant Timothy Berge
- Sergeant Gregory Williams

Consultants Present:
- Ms. Jennifer Gainfort, Andco Consulting (Performance Monitor)
- Mr. Chuck Landers, Saltmarsh, Cleaveland & Gund (Auditor)
- Mr. Patrick Smith, Saltmarsh, Cleaveland & Gund (Auditor)
- Ms. Shelly Jones, GRS (Actuary)
- Ms. Lindsey Garber, Klausner Law Firm (Attorney)

Administrator:
- Mr. T. Scott Baker

Others Present:
- Ms. Crystal Dunn, Finance Director
- Sgt. Andrew Exline

ITEM #1 -- Approval of the minutes of the meeting on November 18, 2025 and December 23, 2025

Motion: Sgt. Williams made a motion to approve the minutes of the meetings. Mr. Ferreri seconded the motion. The motion passed without opposition.

ITEM #2 -- Open Public Comment

Sgt. Berge said that Sgt. Exline was on his way to discuss the pension freeze. This was postponed until he arrives.

ITEM #3 -- Election of Officers of the Board

- **Chairman**
- **Vice-Chairman**
- **Secretary/Treasurer**

Motion: Ms. Fiorentino made a motion to keep the same positions. Mr. Baker said that currently Mr. Pratt was Chairman, Sgt. Williams was Vice-Chairman, and Sgt. Berge was Secretary/Treasurer. Sgt. Williams seconded the motion. The motion passed without opposition

Item #2 continued: Sgt. Exline asked how his pension is being calculated, as he has 4 years in the old pension and the remainder in the new pension. He asked if there was a formula for that. Ms. Jones said his benefit is 3.5% of his average annual compensation through November 7, 2017 and then 3.25% of his average annual compensation after November 8, 2017. He asked since he has 4 years in the old system, then 14% of his pension final numbers would be based from numbers prior to November 7, 2017. Ms. Jones said yes, that was correct. He said he will reach 75% prior to 23 years of service, and asked if he had to stay in the pension plan, even though he has maximized his accrual percentage. Ms. Jones and Ms. Garber said yes, and Ms. Garber said he could always get a raise, which would increase the amount.

Sgt. Berge said if they are using the multiplier to figure your retirement numbers, then how are they not using that multiplier to count towards your total 75% for your years of service. Sgt. Berge said Sgt. Exline will have an extra 2% ahead of where he should be towards the 23 years, 75% retirement. He said, so at 22 years and 4 months he will be at 75%, but if they're using the multiplier for the final number for retirement, how can they do that but not use the multiplier for the percentage of years. Ms. Jones and Ms. Garber said it's a hard freeze. Ms. Fiorentino said this conflicts with state law as she thought state law only allows for a maximum benefit at 75%. Ms. Garber said state law allows for a pension benefit up to 100%, saying this plan negotiated the 75% maximum benefit.

Sgt. Exline said that he would be forced into staying in the pension plan even though he has maxed out his percentage. Ms. Garber said he isn't forced, as he could retire and be a vested term, not knowing if that would be beneficial to him. Sgt. Exline asked what the cost would be for the actuary for all members affected. He said it is the PBA's contention that this is a pension board issue, and his understating the pension board's stand points it is a contractual issue for the PBA to negotiate. Ms. Garber said she disagrees with the PBA where they say it is the pension board's. She said the pension board has no authority to amend the plan, they simply administer the plan once it is negotiated between the Union and the city.

Ms. Garber said a few months ago she reached out to Ms. Jones to ask how much the study would cost for those members who are currently active and not in DROP, it would be $3,000 something, and to include those in DROP it was $4,862.00. She said when the Union came previously they said they were not willing to pay, not knowing if that has changed. She said the Board can pay for the study, they can split is with the Union, or the Union and city can split, saying it's up to the Board how it gets paid. Saying a study can be done to let the city and Union know what the cost would be to unfreeze the afc. Ms. Garber said the Fire pension board just did this and they unfroze the afc for the fire plan and they split the cost with the Union and Fire Board.

Sgt. Berge asked if the members that are in DROP would be entitled to a change since they already accepted the terms and Ms. Garber said if they negotiated it then yes. He asked legally could any retired member have recourse to come back. Ms. Garber said no, saying the Union has to negotiate for the active members, the retirees are not part of the bargaining unit, but said it doesn't mean that someone might come back to challenge. He asked if the DROP members were included, would it be retroactive from their retirement date or start a new calculation upon the agreement. Ms. Garber said she thought it should be done retroactive, but said whatever was negotiated. Further discussion took place, including Ms. Garber reading the Fire plan's amendment to adjust the freeze. The board discussed how to pay for the study to undo the freeze. Ms. Garber said as a note, the city reimburses the plan for all administrative expenses, which is shown in the Valuation.

Motion: Ms. Fiorentino made a motion for the board to pay for the study to determine the cost to unfreeze the plan. Mr. Ferreri seconded the motion. The motion passed without opposition.

ITEM #4 -- Mariner Performance Monitor Report – Jennifer Gainfort

Ms. Gainfort began covering the Performance Report starting on page 3, Market Environment. She said the all of the equity markets, in blue, were positive for quarter and also for the one year performance. She said the S&P 500 was up 2.7% for the quarter and was up 17.9% for the one year time period. She said it's been a year of volatility due to the tariffs, the inflation, and the government shut down, but all in all the market ended up very strong. Ms. Gainfort said the mid-caps were the weakest area for the quarter, with a return of .2%, however had a return of 10.6% for the year. She said small caps, in the Russell 2000 had a return of 2.2% for the quarter, and 12.8% for the year.

Ms. Gainfort said on the yellow shaded bars in the overseas market were the clear winners for the quarter and year performance with a return of about 5% for the quarter and 32% for the year. She said the fixed income market had a return of a little more than 1%, and 7.3% for the year. Moving to page 4 she said, looking at the domestic market, Growth versus Value, saying Value actually outperformed Growth for the quarter. However Growth outperformed Value for the year, with a return of 18.6% for Growth and 15.9% for Value.

Ms. Gainfort continued to page 15, Asset Allocation, showing a circle graph of how the assets in the portfolio are allocated. She said the graph of September 30, 2025 shows a total of $43.7 million, and the graph of December 31, 2025 shows $43,978,214. She said at the last meeting assets from the equity side were allocated to fixed income, and went over how the funds are allocated in the fund by percentage amounts. Ms. Gainfort continued to page 18, which show the allocation compared to the policy, saying she was not recommending any rebalance at this time.

Ms. Gainfort continued to page 19, Financial Reconciliation, and went over the numbers for the quarter. She continued to page 21, Performance, she said the return for the quarter was 1.63%, and returns for the one year at 13.27%, for three years at 13.18%, and for the five year at 9.23% (2nd percentile), and going back to inception (1998) being in the third percentile for the periods of 7 years, 10 years, and since inception. She continued and said the individual managers had returns for the quarter of 0.32% for Logan and 3.56% for Vanguard. The returns for the one year period were 17.64% for Logan and 17.23% for Vanguard, versus the index of 18.56% and 15.91%. Continuing to fixed income, Ms. Gainfort said Garcia Hamilton had a strong year with a return of 8.07%, versus the index

at 6.97%. Continuing to Real Estate, she said Intercontinental Had a return of 3.27% for the year, a little behind the index at 4.91%.

ITEM #5 -- Review and approval of Financial Statements – Chuck Landers (Saltmarsh CPA's, Auditor)

Mr. Landers introduced himself and Patrick Smith. He started by saying they work with an excellent group of vendors, including GRS, Lindsey Garber, Jennifer Gainfort, and Scott Baker in completing the Audit. He said he wanted to cover a letter from Saltmarsh, on page 2, titled significant risks, saying he wasn't going to go all of the risks, but said when they perform a financial statement audit they think of what can go wrong, and if it did go wrong it could be a big deal. He said these are the seven things that they have identified that would be a really big deal if there was a problem in any of those categories. He said on page three, titled Significant Accounting Estimates and Related Disclosures.

Mr. Landers started covering the financial statement and said on page 1, second paragraph, reads. In our opinion the accompanying present fairly, in all material respects, information regarding the fiduciary net position of the Plan as of September 30, 2025 and 2024, and the changes in fiduciary net position for the years then ended in accordance with accounting principles generally accepted in the United States of America. He said that's the unmodified opinion, a clean opinion, the one you want to get, and the best they can provide.

Mr. Landers continued to page 3 which indicates Required Supplementary Information He said the clean opinion does not cover everything in the packet of information, which is covered in pages 21 through 25. He said this information is required to be there, but it's not covered by their audit opinion. He said the last item on that page shows Other Information, which is on page 26 and is the schedule of Investment and Administrative expenses, saying that page is covered by their audit.

Mr. Landers continued to pages 4 and 5, which are the financial statements. He said page 4 shows the statements of fiduciary net position as of September 30, 2025 & 2024. He said the big number in the middle of the page, $43,662,966 on September 30, 2025 compared to $39,657,186 on September 30, 2024. He said page 5 shows the additions and deductions for the year and went over the numbers on that page. He said this shows a net increase in net position in the current year of $3,927,003 compared to last year of $6,365,032.

Mr. Landers continued to page 13, (Note 7 Restrictions) which shows the net position on DROP accounts on September 30, 2025 was $309,293. And the unrestricted portion remainder to cover the defined benefits was $43,388,109, saying it is a very healthy percentage. Continuing to page 14 he said there was a plan amendment during the year, which had no actuarial impact of the plan. He said Note 9 there were actuarial assumption changes, and with those changes combined increased the city's total pension liability by about $170,000. Continuing to page 17, Mr. Landers said under Note 13 (Net Position Liability (asset) of the City) the total pension liability is $33,438,403, and the plan's fiduciary net position is $43,697,402. He said the city is actually recording an asset of $10.2 million as of September 30, 2025, up from a little over $8 million the year before. He said therefore the plan is 130.68% funded this year compared to 125% funded last year. Mr. Baker asked what the average is and Ms. Jones said it was 87%, at which time

all consultants present said this plan had the highest ratio than any other plan that they know of.

Mr. Landers continued to page 19 at the bottom of the page shows the Sensitivity of the Net Pension Liability to changes in the Discount Rate of plus or us 1% in the assumed rate of return. He said right now the plan is assuming 7.2% rate of return, and if that was increased to 8.2% the city's asset would go up to $13.4 million, and if the assumption went down to 6.2% the city's asset would decrease to $6.4 million. Mr. Landers continued to page 26 which shows the schedule of Investment and Administrative expenses, showing the Investment expenses at .35% and the Administrative expenses at .21%. He said anything below 1% is very good.

Motion: Sgt. Berge made a motion to approve the Financial Statements. Sgt. Williams seconded the motion. The motion was passed without opposition.

Ms. Garber said there was also a management representation letter that needs to be signed, so a motion is needed to authorize the Chairman to sign it.

Motion: Sgt. Williams made a motion to allow the Chairman to sign the management representation letter. Ms. Fiorentino seconded the motion. The motion was passed without opposition.

Ms. Garber asked if she could go before the Valuation, as she had a flight to catch.

ITEM #12 -- Legal Report – Attorney Lindsey Garber
- Memo, Required Documents for Posting by Plan Sponsor

Ms. Garber said there was a memo handed out indicating the plan sponsor posts certain documents on their website for the pension plan. She said this was just a friendly reminder for those documents to be posted. Mr. Baker said this has been done for several years now.

Ms. Garber said the Florida House has passed a bill regarding property taxes that removes property taxes for homesteaded property that doesn't deal with school funding. She said they also put in there that public safety cannot be reduced. She said whether that will be possible by the individual cities will be determined by them, but said this is the language of the House passed bill. She said the Senate does not have a companion for that bill, so the Senate will have to take up the House bill or propose something else. She said the language has to be the same in both the House and Senate, and if it passes it goes to the public for a vote, and it has to pass by 60%. Ms. Garber said she just read an article that said if it passes as written, it reduces $18.6 billion across the state, so services would have to be cut. She said it won't affect the chapter 185 money. A discussion took place.

ITEM #6 -- Review and approval of Valuation Report
- Shelly Jones (GRS, Actuary)

Ms. Jones began covering the Valuation Report on page 4 (Executive Summary) and said the minimum payment to the plan for the fiscal year ending September 30, 2027 is 27.1% of covered payroll, or $964,993. She said the 27.1% is paid by different parties, Active Members contribute 6.5% of their pay (or $231,456), the State contributes, based on the amount received this year of $265,431 (or 7.5%), and the remainder is paid by the city, which is 13.1% (or $468,106), saying this is extremely low in the State of Florida. She

said the amount was pretty close to last year's, which was 12.8% and about $50,000 higher than last year, however there have been pay increases.

Ms. Jones said the Investment Return on a market value was 12.62%, a really strong year. She said the assumption is 7.2%, and did really well on a market value basis. She said when they do their funding calculations, they try to smooth out the contributions so it's not so volatile like the market is. She said they smooth the asset value over 5 years and that return was 10.9%. She said there were some offsets to those gains, including salaries were higher than anticipated, they also had to update the mortality assumption. Ms. Jones said the city has a credit balance of $344,327, which is due to having more contributions than required and they can use it at any time to pay city contributions. She said DROP was changed from 60 months to 96 months saying that is reflected in the report, but said there was no real actuarial impact from that. She said the state monies were higher and reached a threshold, but not the full threshold, so there were prorated supplemental benefits provided.

Ms. Jones continued to page 13, which has last year's numbers, this year's numbers, and what the numbers would have been if the mortality table wasn't changed. She said the payroll under A5 increased 9%, which was the driver of the Normal Cost, and since the fund is so well funded you can't get rid of the Normal Cost (Listed as B). She said the Normal Cost is the cost of your benefits for all of the members, saying that increased as a dollar amount but decreased as a percentage of payroll. She continued to item E, Unfunded Actuarial Accrued Liability went from $4.5 million to, if the mortality tables were not changed would be $5.6 million, however had to adjust the tables which resulted in $4.8 million. Ms. Jones said overall the funded ratio on a funding basis, kind of a smoothing basis, is around 114%.

Continuing to page 17, Ms. Jones said this shows the smoothing calculation. She said looking at item H (Difference between market value and smoothed actuarial value) we have more unrecognized gains that are known to be recognizing over the next several years. She said it had been $2.7 million and now is $3.7 million. She said item E (Investment Return) in the 2025 column, the return was about $5 million and had projected that to be $2.8 million, so there was an additional $2.1 million of additional market value return that was provided. But we're not going to take that $2.1 million right away in the funding calculation, it will be smoothed over 5 years.

Ms. Jones continued to page 18, saying this shows the credit balance in the Funding Standard Account and looking at item B1 the prior year's balance was $338,007. She said there were additional contributions over the minimum of about $6,320, so the credit balance increased to $344,327. She continued to page 40 (Review of salary and termination experience) and said there was an increase in salary of 12.8% for this year and had assumed 4.3% and said this was where the gain overall was offset. She said the terminations was kind of the opposite, as they had expected 3 people to leave and 4 people left. She said in general, when people leave earlier than expected, that's generally a gain, so that added to the gain seen overall. She said that's what has been seen over the last 10 years, salary has been kind of behind on in terms of what is expected and what is actually happening, and terminations have been higher than anticipated, with both offsetting each other.

Ms. Jones continued to page 43 (Recent Plan Experience) saying the market value experience over the last year, we assumed 7.2% and got 12.6% on a market value basis

and 10.9% on a smoothed basis. She said all the way at the bottom, the last 3, 5, and 10 years we beat our assumption for those periods on a smoothed basis and market basis. She said we are meeting our assumption, because when you don't meet your assumption that's when the contributions become more reliant on the city. She said if the Valuation is approved, she will upload it to the state portal and they will review the report, and that will set a time stamp on an additional report that will be provided to the state and the Board, and that sets the contributions for fiscal 2027.

Motion: Sgt. Berge made a motion to approve the Valuation report. Ms. Fiorentino seconded the motion. The motion was passed without opposition.

ITEM #7 -- Determination of Rate of Return for letter to Division of Retirement

Ms. Gainfort said every year after approving the Valuation you have to set an expected rate of investment return for the next year, the next several years, and the long term thereafter. She said she believes the 7.20% assumption is reasonable and recommended to assume 7.20 % for the next year, the next several years, and the long term thereafter.

Motion: Ms. Fiorentino made a motion to approve the recommendation of Ms. Gainfort regarding the rate of return. Sgt. Williams seconded the motion. The motion was passed without opposition.

ITEM #8 -- Status of Annual State Report – GRS

Ms. Jones said they provided a draft and it said the instructions say for the Chairman and Secretary to review it. Mr. Pratt and Sgt. Berge said they reviewed it and it looked good. Mr. Baker said he had also reviewed it and asked that his email be changed to reflect the new email for the Board. Ms. Jones said they will upload it to the state portal, along with the Final Financial Statements.

Mr. Pratt asked if Ms. Jones had anything else and she said that they still are asking for an updated experience study be done. Mr. Pratt suggested waiting to see if there were any changes to the plan before doing an experience study and all agreed.

ITEM #9 -- Status of transition of Custodian to Salem Trust

Mr. Baker said that everything is pretty much a done deal right now as everything is in Salem Trust's hands right now and everything looks good. Ms. Gainfort said there was still some residual income at Fiduciary Trust that needs to transfer over but everything looks good on her end. Mr. Pratt asked Mr. Landers if they were aware of the transfer and had they worked with Salem before. Mr. Landers said he was aware and they would be auditing the process next year to make sure everything transferred and said they had a good relationship with them.

ITEM #10 -- Discussion of Bi-Annual Review of Retiree Benefits by City Council

Mr. Baker said he had put this as an item on the agenda because at the last meeting it was asked that it be put on the agenda. He said he provided the Trustees with copies of the GRS study that was done in 2019 when the 13th check was approved by City Council. He said this was just an example and the Board didn't have to do the same thing, if they were looking to do something. Sgt. Williams said at that time Bill Phillips presented the issue to City Council and asked who would do that now. The consensus was that one of the Board members would have to do this. Sgt. Berge said he thought if this was brought to the City

Council now, while they are trying to get the retirement fixed for those Officers, it probably wouldn't go. He suggested doing the one item and then waiting to do the other. Ms. Jones said she thinks it would probably be fine, saying the 13th check would probably be good, but the other two options may not be. Mr. Baker said other retirees have asked about different options and he asked Ms. Jones if a one-time percentage increase is something that is done and she said it was. He said some of the retirees have been retired for over 25 years and have never had a pay increase. He said he is close to being retired for 20 years and hasn't had a pay increase and Mr. Pratt has been retired longer. Mr. Pratt said, having spoken to some retirees, asked that instead of the 13th check, take the amount and split it evenly amongst all retirees. He said there is a drastic difference in the monthly benefit between those who retired 30 years ago versus those who retired recently.

Ms. Jones said they could do the 13th check just for the retirees and not the DROP active's as they are in the freeze category. She said in general she has seen a one-time COLA, usually a percentage or flat dollar amount, added on forever. She said the reason for doing the dollar amount is because those who have been retired longer are hurting the most for cost of living, and are the ones with a lower dollar amount benefit. So, the percentage doesn't really help those retirees, the dollar amount would help them more. Sgt. Berge said a COLA for the duration of life is going to be tough to get past the Council, while a 13th check divided up equally amongst the retired members is a one-time thing, you can account for it. Ms. Fiorentino said it should be called a bonus check, because a 13th check indicates you're getting the same amount. She said she didn't think this should be done now, until the freeze issue has been resolved. The Board discussed it further and asked that the matter be placed on a future agenda, after the other pension issue (freeze) gets resolved and discussed as to exactly when. Ms. Jones said it would normally take 60 days to produce the study and the Board asked to place the issue on the next agenda.

ITEM #11 -- FPPTA 42nd Annual Conference, Renaissance Orlando Sea World, Orlando FL, June 28 – July 1, 2026

All Trustees said they were not planning on attending the conference. Mr. Baker said before Trustees can attend FPPTA events, there is a virtual course that is required for new Trustees. He said he had signed Mr. Ferreri up for the course, and advised him he probably received an email in regards to taking the course.

ITEM #13 -- Approval of expenditures

Mr. Baker said he had made payments on January 7, 2026 and those were: $20,542.07 to Logan Capital Management for Investment Management Fees for the quarter ending 12/31/2025, $7,927.64 to Garcia Hamilton for Investment Management Fees for the quarter ending 12/31/2025, $5,977.25 to AndCo Consulting for performance monitoring for the quarter ending 12/31/2025, $4,691.00 to G.R.S. for Actuary services for the quarter ending 12/31/2025, and $280.00 to Klausner, Kaufman, Jensen & Levinson for Attorney's fees. He said he had two additional distribution authorizations, and those are for: $150.00 to FPPTA for the New Trustees Virtual Course for Mr. Ferreri and $62.50 to Klausner, Kaufman, Jensen & Levinson for a special tax notice.

Motion: Sgt. Williams made a motion to approve the expenditures. Sgt. Berge seconded the motion. The motion was passed without opposition.

ITEM #14 -- Any other business

Mr. Baker said that Linda Grant, a Beneficiary Benefit recipient, had passed away. Mr. Pratt said the next monthly meeting is scheduled for March 24th, and Mr. Baker said that it has come to the point where the Board is only doing Quarterly meetings. The March meeting was canceled.

Motion: Sgt. Williams made a motion to adjourn. Ms. Fiorentino seconded the motion. The motion passed without opposition. The meeting was adjourned at 6:31 PM.

NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

TO: City of New Port Richey City Council

FROM: Colin Eichenmuller, Public Works Department

DATE: July 7, 2026

RE: Second Reading, Ordinance No. 2026-2347: Duke Energy Franchise Agreement Renewal

REQUEST:

The request for City Council is to approve the second and final reading of Ordinance No. 2026-2347.

DISCUSSION:

The Florida Interlocal Cooperation Act of 1969 authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. In addition, the definitions section of the act includes electric and other utility services made available to the public.

As City Council may be aware, the City of New Port Richey entered into a franchise agreement with Duke Energy Florida (formerly Florida Power Corporation) in 1996, establishing a long-standing partnership that has provided significant financial, operational, and community benefits to the City. Through this agreement, Duke Energy contributes approximately $1.5 million annually in franchise fees, $2.1 million annually in municipal utility taxes, and approximately $145,000 annually in City property taxes. In addition, Duke Energy has invested heavily in the reliability and resiliency of the electrical system serving New Port Richey, including more than $220 million in distribution system improvements and over $277 million in transmission upgrades during the past three years. These investments, which include storm-hardening measures, substation optimization, automated self-healing technologies, and selective undergrounding of facilities, helped prevent more than 52,000 customer outages and approximately 16 million outage minutes during the 2024 storm season. Duke Energy has also announced future investments of more than $11 million in distribution infrastructure and $53 million in transmission improvements impacting City customers.

Beyond infrastructure investments, Duke Energy has implemented numerous initiatives designed to reduce customer costs, including fuel-efficiency improvements, solar generation investments, and the application of federal production tax credits that have contributed to lower electric rates. Duke Energy

reports that its programs provided more than $2.1 million in rebates, bill credits, and energy-saving benefits to customers in the New Port Richey area during 2025. The company has also supported the local community through nearly $80,000 in charitable contributions over the past two years to organizations and programs serving New Port Richey residents. Duke Energy's partnership with the City has further included the conversion of 97 percent of municipal streetlights to LED technology, participation in the City's Clean Energy Connection Program, support for the Railroad Square Park undergrounding project, installation of a public fast-charging electric vehicle station at no cost to the City, assistance with municipal facility projects, and participation in community preparedness events. Collectively, these contributions demonstrate the substantial value and community benefits associated with the City's franchise relationship with Duke Energy Florida.

The existing 1996 franchise agreement with Duke Energy expires on July 16, 2026, thus requiring that the City and Duke Energy execute a renewal franchise agreement. Subsequent to staff's review of the proposed draft the following changes have been identified when compared to the 1996 agreement that was in place. These changes are:

- The 1996 agreement calls for the agreement between Florida Power Corporation and the City of New Port Richey. The 2026 agreement is between the City and Duke Energy. For clarification Florida Power Corporation was acquired by Carolina Power & Light in 2000, which subsequently rebranded as Progress Energy. Progress Energy was then bought by Duke Energy in 2012.
- *Section 4: Grant of Authority:* The 1996 agreement granted limited, nonexclusive right to provide electric utility services and required separate City approval for telecommunications. The 2026 agreement gives the utility exclusive electric utility rights within the franchise area, as is standard in comparable franchise agreements. Additionally, the 2026 agreement provides for further autonomy to Duke Energy for maintenance of infrastructure within the city's right-of-way. Finally, the agreement adds protections for Withlacoochee River Electric Cooperative to continue serving existing territories after annexation.
- *Section 5: Notice of Acceptance and Term of Franchise:* The 1996 agreement was a thirty (30)-year fixed term, the 2026 agreement is for a fifteen (15) year initial term with two five (5) year successive automatic renewal options.
- *Section 6: Payment to City:* Both agreements maintain a six percent (6%) franchise fee; while the 2026 agreement allows for any disputed amount to be withheld and shall not accrue interest at the agreed-upon ten percent (10%) rate.
- *Section 7: Favored Nations:* The 1996 and the 2026 agreements allow the City to match higher franchise fees paid elsewhere; the 2026 agreement prevents the City from giving competing providers more favorable treatment.
- *Section 8: Grantor Rights:* The 2026 agreement adds new language stating that if there is any conflict between the franchise ordinance and other City ordinances, regulations, or City actions related to rights-of-way access, the franchise agreement will control.
- *Section 9: Work in Right of Way:* The 1996 agreement granted generalized authorization. The 2026 agreement includes restoration standards, thirty (30) day repair obligations, establishes pole abandonment procedures per section97(2), Florida Statute, project coordination and emergency work exceptions and procedures.
- *Section 10: Indemnification:* The 2026 agreement modernizes language reflects increased costs for liability in accordance with current economic markers. Additionally, the 2026 version narrows that obligation by limiting indemnification specifically to damages caused by the Company's negligence or willful misconduct and expressly excluding any claims arising from the City's own

negligence or misconduct.

- *Section 11: Records and Reports:* The 1996 agreement required audits every five (5) years with a five (5) year record retention requirement. The 2026 agreement increases oversight and transparency by increasing the audit requirement to every three (3) years, incorporates Florida Statute 166.234. Additionally, the 2026 agreement requires subcontractor identification.
- *Section 12: Retail Wheeling:* The 2026 agreement adds competitive neutrality protections and updates language to modernize the agreement.
- *Section 14: Governing Law and Venue:* The 2026 agreement simplifies the agreement to state only that the ordinance is governed by Florida law.
- *Section 15: Merger:* The 2026 agreement includes the addition of section 15 which states that the agreement is complete and final, and any prior discussions, promises, negotiations, draft agreements, or verbal statements that are not included in the final ordinance have no legal effect. Thus, protecting both parties from claims based on informal understandings outside the written contract.
- *Section 18: Repealer and Superseding Provision:* This section replaces any existing ordinances between the City of New Port Richey and Duke Energy. Specifically, this would repeal Ordinance 1402 (the 1996 agreement), voiding the agreement.
- *Section 19: Dispute Resolution:* The 2026 agreement formalizes the dispute process, including language identifying dispute resolutions efforts shall be necessary between the parties prior to either party exercising available legal remedies.

CONCLUSION:

The proposed franchise agreement represents the continuation of a nearly three-decade partnership between the City of New Port Richey and Duke Energy Florida while updating the governing framework to reflect contemporary utility operations, regulatory requirements, and infrastructure management practices. The agreement preserves significant revenue streams to the City through franchise fees, municipal utility taxes, and property tax payments, while supporting the continued investment in electric system reliability, resiliency, and modernization that has benefited City residents and businesses. The agreement also provides a mechanism for continued collaboration on community initiatives, energy efficiency programs, and infrastructure projects that advance broader municipal objectives.

From a policy perspective, the proposed ordinance balances the City's interest in maintaining reliable electric service and securing ongoing capital investment with the utility's need for operational certainty and long-term infrastructure planning. Although several provisions expand Duke Energy's authority within the public rights-of-way and provide additional contractual protections not contained in the 1996 agreement, the ordinance simultaneously strengthens oversight through enhanced audit provisions, establishes clearer standards for infrastructure restoration and coordination, and formalizes dispute resolution procedures. Collectively, these modifications reflect the evolution of utility franchise agreements over the past thirty years and seek to provide greater clarity regarding the respective rights and obligations of the parties.

RECOMMENDATION:

Approval of the second and final reading of ordinance 2026-2347 is recommended.

BUDGET/FISCAL IMPACT:

There is no budget impact.

ATTACHMENTS:

- ORD 2026-2347 Duke Energy Franchise Agreement Renewal.pdf

ORDINANCE NO. 2026-2347

AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, AN ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE CITY OF NEW PORT RICHEY, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Duke Energy Florida, LLC d/b/a Duke Energy (hereinafter "Company" or "Grantee") is duly licensed and authorized by the Florida Public Service Commission to provide electrical power within the boundaries of the City of New Port Richey;

WHEREAS, Company has the facilities, equipment and ability to provide electrical power to all properties within the boundaries of the City of New Port Richey;

WHEREAS, Company is in need of access to the City's Rights of Way and easements to provide and maintain the necessary facilities and equipment to provide electrical power to the properties within the City of New Port Richey; and

WHEREAS, the City Council hereby finds that the granting of this franchise for access to the City Rights of Way and easements to the Company is in the best interests of the citizens of the City of New Port Richey and all properties therein.

NOW, THEREFORE, THE CITY OF NEW PORT RICHEY, FLORIDA HEREBY ORDAINS:

SECTION 1 – Findings

The City of New Port Richey, Florida ("City" or "Grantor") deems it necessary, desirable and in the interest of its citizens to establish by ordinance a rights of way utilization franchise (sometimes referred to herein as the "Franchise") granting Duke Energy Florida, LLC d/b/a Duke Energy ("Company" or "Grantee") permission to occupy the Rights of Way in the City for the purpose of providing electric services.

SECTION 2 - Short Title

This Ordinance shall be known and may be cited as the "Duke Energy Rights of Way Utilization Franchise."

SECTION 3 – Definitions

For the purposes of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words 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 permissive.

(A) "Adversely Affected" – For the Company, a loss of one percent (1%) of Base Revenues within the corporate City limits due to Retail Wheeling. For the City, a loss of one percent (1%) of Franchise Fees due to Retail Wheeling.

(B) "Base Revenues" – All of Company's revenues, net of customer credits, from the retail sale of electricity to residential, commercial and industrial customers, including all charges and minimums billed to said customers, and City sponsored street lighting, all within the corporate limits of the City.

(C) "Electric Energy Provider" – Every legal entity or association of any kind (including their lessees, trustees or receivers), including any unit of state, federal or local government (including City herein), which owns, maintains, or operates an electric generation, transmission, or distribution system or facilities, or which otherwise provides, arranges for, or supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing Company's distribution or other facilities. Without limitation of the foregoing, "Electric Energy Provider" shall also include every Electric Utility, electric power marketer or electric power aggregator. It shall also include every entity providing such services as metering, customer billing, payment collection and processing, and customer information and data processing.

(D) "Electric Utility" – Shall have the meaning set out in Section 366.02(4), *Florida Statutes* (2023), and shall also include every electric "Public Utility" as defined in Section 366.02(8),*Florida Statutes* (2023). "Electric Utility" shall further include every investor owned, municipally or governmentally owned, or cooperatively owned electric utility (including their lessees, trustees or receivers), which owns, maintains, or operates an electric generation, transmission, or distribution system in any State or County.

(E) "Electric Utility System" – An electric power system installed and operated in the Franchise Area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include, but not be limited to, electric light, heat, power and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions thereto as shall hereafter be made.

(F) "Franchise Area" – That area for which Company provides Electric Utility service within the corporate City limits of the City.

(G) "Franchise Fees" – Shall have the meaning set forth in Section 6 of this Ordinance.

(H) "Facilities" – Conduits, cables, poles, wires, street lighting, supports and such other structures, appurtenances or accessories as may be reasonably necessary for the construction, maintenance and operation of an electric generation, transmission and distribution system, including information, telecommunication, and video transmission used solely for the provision of electric service.

(I) "Ordinance" – The ordinance titled and described in the preamble herein and ordained by the City Council of New Port Richey, Florida.

(J) "Person" – Any person, firm, partnership, association, corporation, company or organization of any kind.

(K) "Public Service Commission" – The Florida Public Service Commission.

(L) "Rights of Way" – All of the public streets, alleys, highways, waterways, easements, bridges, sidewalks and parks, and any other public ways or places owned by the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added, consolidated or annexed to the City.

(M) "Retail Wheeling" – A customer/supplier arrangement whereby an Electric Energy Provider utilizes transmission and/or distribution facilities of Company to make energy sales directly to an end use customer located within the Franchise Area.

SECTION 4 - Grant of Authority

(A) This grant of authority is limited to the provision by Company to have, maintain, or place its Facilities within the Rights of Way for its electric utility services. Accordingly, the City hereby grants to the Company, its successors and assigns the non-exclusive right, authority, and franchise to lay, erect, construct, maintain, repair and operate its Facilities in, under, upon, over and across the present and future Rights of Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present and future limits of the City, provided that all portions of the same shall conform to accepted industry standards, including but not limited to, the National Electrical Safety Code. Nothing in this Ordinance shall require Grantee to remove, de-energize, or cease using any poles, wires, or other things or Facilities identified hereinabove that were in place under previous ordinances or permits prior to the Effective Date (as defined in Section 5) of this Ordinance, regardless of whether such poles, wires or other Facilities are located outside "Rights of Way" as defined herein. Nor shall anything in this Ordinance prohibit Company from performing upgrades, replacements, maintenance or servicing of such poles, wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be authorized under this Ordinance. Because this Franchise is intended to grant Company the unrestricted right to place its Facilities within the Rights of Way, the City expressly acknowledges and agrees that Company shall not be required to apply for, obtain, or pay for permits to construct, operate, maintain, or remove its Facilities within the Rights of Way.

(B) Annexation or Contraction. City represents that as of the date of the adoption of this Ordinance, it has provided Company with accurate information for all residential, commercial and industrial customers and City sponsored street lighting that are within the Franchise Area. Company shall be responsible for remitting the Franchise Fee only to service and billing addresses for properties identified as being within the Franchise Area as of the date of this Ordinance. However, City and Company agree that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If City approves any Franchise Area

expansion or reduction by annexation or contraction, City shall provide written notice to Company's Annexation Coordinator, at the address provided below, within sixty (60) days of such approval, and this Franchise shall automatically extend to include any such annexed areas.

Additionally, within sixty (60) days of any such annexation or contraction, City shall provide to Company an updated list containing the new or removed street names, known street name aliases, street addresses, street address number ranges, applicable directional and zip codes associated with each street name, all zip codes assigned to geographic areas located entirely within the City (including zip codes assigned to post office boxes), and all post office box number ranges and the city names and zip codes associated therewith. For a range of street address numbers located within City which consists only of odd or even street numbers, the list must specify whether the street numbers in the range are odd or even. Subject to the first paragraph, Company shall be responsible for remitting the Franchise Fee only to service and billing addresses identified as being within the Franchise Area contained in a list which includes all the required elements in this subsection.

The lists shall be provided by email; except that if a list is available on another medium, the City shall, upon request, furnish the list on such medium in addition to, or in lieu of, the emailed list. The municipality shall be responsible for updating the lists as changes occur and for furnishing this information to the Company.

All notices of annexation or contraction and address listings shall be addressed to the Annexation Coordinator as follows, with the address subject to change:

Duke Energy
Tax Team DT02-V
9642 David Taylor Drive
Charlotte NC 28262
And by email to: TaxTeam@duke-energy.com

Company must revise its payments due to any annexation or contraction within a reasonable time after Company has received such notice and updated list from City, but no later than sixty (60) days after receipt of notice and the list. City understands and affirmatively acknowledges that the Company will exclusively rely upon the City to provide timely and accurate information to the Company regarding any such annexations or contractions, and that failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any payments due to the City that are impacted by such annexations or contractions. Further, City acknowledges that if such information is not timely furnished to Company as required herein, any related obligation to collect payments shall be suspended during the period of delay.

(C) Use of the Rights of Way. During the term of the Franchise granted herein, Company shall be the sole Electric Utility allowed to use and occupy the Rights of Way for the provision of electric energy service to customers located within the Franchise Area; provided, however, the Company's right to use and occupy Rights of Way for the purposes set forth herein shall be non-exclusive as to entities not engaged in the provision of electric energy service to customers located within the Franchise Area, and the City reserves the right to grant the right to utilize the Rights of Way to any person at any time during the period of this Franchise so long as such grant does not

create an unsafe condition or unreasonably conflict with the rights granted to Company herein. In addition to any other rights and/or remedies Company may have under this Ordinance or at law or in equity, should City permit an Electric Utility other than Company to use and occupy the Rights of Way for the provision of electric energy service, City agrees that Company shall be entitled to injunctive relief.

(D) The Parties acknowledge certain areas in the surrounding unincorporated area of Pasco County which are currently being served by Withlacoochee River Electric Cooperative ("WREC") may be annexed into the corporate limits of the City. Nothing in this Ordinance is intended nor shall be construed to interfere with or disallow WREC from providing such electrical service within those areas currently being served by WREC pursuant to the authority of the Public Service Commission and Territorial Agreement between WREC and Company or using the Rights of Way for such purpose.

SECTION 5 - <u>Notice of Acceptance and Term of Franchise</u>

(A) This Ordinance shall become effective upon being legally passed and adopted ("Effective Date") by the City Council of the City; and it is further agreed that Grantee shall accept this Franchise as of the date of the passage and adoption by the City Counciland shall signify its acceptance in writing within thirty (30) days after the City Council's approval of this Ordinance by filing its written acceptance with the City Clerk. If Grantee fails to accept this Franchise within thirty (30) days of its date of passage and adoption, then this Ordinance shall be null and void, and of no force and effect of any kind.

(B) Commencing on the Effective Date, the term of the Franchise granted herein shall be for a period of fifteen (15) years. Thereafter, the Franchise granted by this Ordinance will renew automatically for up to two (2) successive five (5)-year periods, unless either party provides the other with written notice of its intent to forego automatic renewal at least twelve (12) months prior to the date of the automatic renewal.

(C) If the Franchise expires without the parties entering a new franchise agreement, the Company shall continue to pay to the City all Franchise Fees, as provided in this Ordinance, during the period of negotiations for a Franchise renewal, provided the parties are actively engaged in good faith negotiations toward the execution of a new franchise agreement

SECTION 6 - <u>Payment to City</u>

(A) Effective the first day of the second month beginning after the Effective Date of this Ordinance, City shall be entitled to receive from Company a monthly franchise amount that shall equal six percent (6%) of Company's Base Revenues (the "Franchise Fee") for the preceding month, which amount shall be the total compensation due City for any and all rights, authority and privileges granted by this Franchise, including compensation for any required permits, parking fees, or any other fee or cost related to the rights granted hereunder. Any Franchise Fees that shall be paid to the City shall be collected by the Company from Company's customers in the Franchise Area and paid to the City in the manner described herein. The City expressly acknowledges that

no additional or other amounts shall be due or remitted by Company for the exercise of its rights granted hereunder.

Payment shall be made to City for each month no later than the twentieth (20^{th}) day of the following month. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) days after the due date shall be subject to interest at the rate of ten percent (10%) per annum.

(B) Only disputed amounts shall be allowed to be withheld by Company, and any such amount shall not accrue any interest during the pendency of any such dispute.

(C) The City acknowledges that all classifications and categories of retail customers of Company shall be subject to the payment of the Franchise Fee due hereunder.

SECTION 7 - <u>Favored Nations</u>

(A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of that provided for in Section 6 above, Grantee shall notify Grantor, and Grantor reserves the right to amend this Franchise to increase the Franchise Fee payable under this Ordinance to no more than the greater franchise fee that Grantee has agreed to pay to such other municipality. Grantee's obligation to pay such greater franchise fee to Grantor shall apply prospectively beginning with the next monthly Franchise Fee payment following Grantor's timely notice of its exercise of its amendment right to which Grantee may collect such increased franchise fee from its customers. Grantee's failure to notify Grantor of such additional payments does not limit Grantor's right to amend to require such additional franchise fees.

(B) It is the intent and agreement of Grantor and Grantee that should applicable laws change to expressly prohibit Company from being the sole Electric Utility allowed to use and occupy the Rights of Way, Grantee shall not be required to pay Grantor a franchise fee under Section 6 of a percentage greater than that paid to Grantor by any other Electric Utility or Electric Energy Provider utilizing Grantor's Rights of Way on such Electric Utility's or Electric Energy Provider's revenues attributable to services that are the same or substantially the same as those performed by Grantee. It is further the intent and agreement of Grantor and Grantee that Grantee should not be placed at a competitive disadvantage by the payments required by Section 6 of this Ordinance in the event other Electric Utilities or Electric Energy Providers provide services in competition with Grantee without utilizing Grantor's Rights of Way.

(C) In the event applicable laws change to expressly prohibit Company from being the sole Electric Utility allowed to use and occupy the Rights of Way, and if Grantor imposes a lesser fee, no fee, or is unable to impose a fee on another Electric Utility or Electric Energy Provider providing or seeking to provide services in competition with Grantee to customers within Grantor’s municipal boundaries, whether utilizing Grantor’s Rights of Way or not utilizing Grantor’s Rights of Way, Grantee’s Franchise Fee under Section 6 for such services shall be automatically reduced to the lesser fee charged the other Electric Utility or Electric Energy Provider (or to zero (0), if no fee is charged such other Electric Utility or Electric Energy Provider). In all events, City shall not grant more favorable treatment to other Electric Energy Providers than is granted to Company

under this Ordinance; it being the intent of the parties that no future provider of electric service, be it generation, transmission or distribution service, to customers within the corporate limits of City shall be given a competitive advantage over Company during the term of this Franchise.

SECTION 8 - Grantor Rights

(A) The right is hereby reserved to the City to adopt such regulations which may pertain to Company as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Company, and shall not conflict with or otherwise interfere with the benefits conferred on the Company hereunder. In the event of a conflict between this Ordinance and any other ordinance or regulation adopted by the City or actions (or inactions) of the City relating to Company's rights to perform work in and/or occupancy of the Rights of Way as permitted hereunder, the rights under this Ordinance shall govern and control. In the event of such conflict, the City and Company agree to work together in good faith to address and resolve such conflict; provided, however, that Company shall be permitted to continue to exercise the rights granted herein during the resolution of any conflict pursuant to the dispute resolution procedure set forth in Section 9(C).

SECTION 9 - Work in Rights of Way

(A) The Company is hereby granted the right, authority and privilege to perform all necessary work and excavations in said Rights of Way of the City related to its Facilities and necessary or incidental to carrying out such rights and obligations as permitted hereunder. The Company shall have the right to fasten, stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in the Company's business, together with all the rights and privileges necessary or convenient for the full use including the right to trim, cut, remove and keep clear all trees and limbs near or along Company's Facilities that may in any way endanger the proper operation or access of same. Moreover, the Company shall have the right to construct, erect, operate and maintain within the City an electric system consisting of its Facilities for carrying on the Company's business; provided that, in accomplishing these purposes, the streets of said City shall not be unnecessarily obstructed for an unreasonable amount of time and work in connection therewith shall be done and carried on in conformity with such reasonable rules, standards, regulations and local ordinances with reference thereto as may be adopted by the City for the protection of the public and which are not in conflict with or otherwise interfere with the benefits conferred on the Company hereunder. All poles located within the Rights of Way that have been abandoned by the Company shall be removed within ninety (90) days of the discontinuance of use by Company for the transmission of electricity, unless the same are in joint use with, or have attached facilities abandoned by, another utility. Company shall promptly proceed to seek removal of poles abandoned by Company to address joint users by proceeding in accordance with Section 366.97(2), Florida Statutes, including that the Company shall consider the self-help removal provisions therein. It is understood that the responsibility of these activities generally belongs to the joint use owner and that Company is required to allow joint use attachments. Company shall comply with Section 366.97, Florida Statutes, related to affected attaching entities of major hardening projects the purpose of which is to replace poles to ensure the poles meet extreme wind loading requirements.

(B) Whenever Company shall cause any opening, excavation, or alteration to be made in any Right of Way in the construction, operation, or maintenance of any of its Facilities, Company shall cause such portions of the Right of Way to be restored to the same condition in which it found them as nearly as reasonably practicable. Additionally, if Company shall fail to restore (or commence to restore) the area to its approximate former condition within a reasonable period of time, but no less than thirty days after written notification by the City, the City may proceed to restore such Right of Way as early as reasonably practicable to its original condition, and the City shall submit a statement of the reasonable costs for this restoration to Company. Company shall pay the City for such reasonable costs within thirty days.

(C) The Parties shall attempt to resolve any dispute under or arising under this Ordinance before resorting to any formal enforcement of this Ordinance through litigation. Should the City and the Company disagree regarding an issue arising from the City's rules, standards, regulations or local ordinances, any damages owed to either Party, and/or any other aspect of the Company's work within the City Rights of Way (hereinafter "Dispute"), all such Disputes shall be made initiated by written notice to the other Party (the "Dispute Engagement Notice"). Promptly after receipt of the Dispute Engagement Notice, both Parties shall discuss the issues, present reasonably requested documentation and attempt to reach a resolution or settlement that is agreeable to both Parties. As part of the Dispute Engagement Notice, the Party initiating the dispute resolution process shall submit a summary of the issues, the requesting Party's position and a summary of the evidence and arguments supporting its position. If the Dispute involves a claim of damages owed, the Dispute Engagement Notice shall contain the nature of the damages sought, the alleged cause of the damage, photographs and/or any supporting documentation related to the alleged cause of the damage, and support for the alleged damages owed, including but not limited to invoices for payments made or work performed. If the Dispute has not been resolved by the Parties within fifteen (15) Business Days after receipt of the Dispute Engagement Notice, or such later date as the Parties may agree in writing to permit all requested facts to be known and presented, the Dispute shall be escalated to the City Manager of the City and the Vice President – Zone Operations or such other executive within the Company who has authority to resolve the Dispute and who are at a higher level of management than the Parties' representatives who were initially attempting to resolve the dispute. If the Dispute cannot be resolved within fifteen (15) Business Days after referral of the Dispute, or such other period agreed to by the Parties in writing, then either Party may pursue any legal rights or remedies available to it under this Ordinance, including litigation in an appropriate court.

(D) The Company shall notify the City of Significant Projects within any City Right of Way to confirm that its designs will not unreasonably interfere with the convenient, safe and continuous use of the public road system and, upon request of the City, will provide construction plans and design specifications to assure compliance with the NESC safety and design guidelines. The Company shall give the City a minimum of two (2) weeks advance notice of such Significant Projects. Significant Projects for the purposes of this section shall mean the installation of new transmission lines, the replacement of facilities spanning one or more blocks in residential areas, or relocation of facilities due to road widening within the City. This is not to be construed to grant or imply authority upon the City to regulate the design, construction or maintenance of Company's electric transmission and distribution facilities. Notice shall not be provided for emergency or maintenance activities that do not cause any alteration of the Right of Way.

SECTION 10 - Indemnification

(A) The acceptance of this Franchise by Company shall be deemed an agreement on the part of Company to indemnify City and hold it harmless from and against any and all direct damages, claims, expenses, reasonable attorneys' fees (including appellate fees) and costs incurred by the City arising out of the death of or bodily injury to any person, or the destruction of or damage to any property, and caused by the negligence or willful misconduct of Company, its contractors and agents in the construction, repair, operation, or maintenance of its Electric Utility Facilities hereunder. Company shall not be required to indemnify and hold harmless City for any damages, claims, expenses, reasonable attorneys' fees and costs arising out of or resulting from the negligence or willful misconduct of City, its employees, contractors and/or agents. In no event shall Company be liable to City for any consequential, incidental, punitive, exemplary, multiple, or indirect damages, lost profits or other business interruption damages, by statute, in tort (including negligence or strict liability), in contract, or under any indemnity provision or otherwise.

(B) Company shall maintain throughout the term of this Franchise sufficient financial resources to provide self-insurance insuring City and Company with regard to all damages set forth in Section 10 (A) in the minimum amounts of:

(i) $2,000,000 for bodily injury or death to a person;
$6,000,000 for bodily injury or death resulting from any one accident;
(ii) $1,000,000 for property damage resulting from any one accident; and
(iii) $2,000,000 for all other types of liability.

(C) City acknowledges that Company provides its own liability insurance (self-insured).

SECTION 11 - Records and Reports

(A) Company Rules and Regulations. The following documents shall be available to City upon City's reasonable request: copies of rules, regulations, and procedures adopted by Company that relate to Company's use of City's Rights of Way.

(B) Accounting. Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission or such other applicable governing agency having jurisdiction over Company, as determined by Company.

(C) Reports. Company will submit monthly a statement of its estimated Base Revenues for the period on which such payment is based. The acceptance of any statement or payment shall not prevent the City from asserting that the amount paid is not the amount due, or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6 (A).

(D) Availability of Records and Reports. Company shall supply information that City or its representatives may from time to time reasonably request relative to the calculation of

Franchise Fees, subject to the Company's obligation to keep certain records confidential. Such records shall, on written request of City, be open for examination and audit by City and City's representatives at Company's headquarters in St. Petersburg, Florida, during ordinary business hours and such records shall be retained by Company for a period of three (3) years.

(E) Audit. City may require an audit of Company's books related to this Ordinance upon prior written notice and during Company's normal business hours not more than once every three (3) year and then only for the preceding three (3) years. Company shall reimburse City's audit costs if the audit identifies errors in Company's Franchise Base Revenues of five percent (5%) or more for the period audited. If an underpayment of Franchise Fees has occurred due to the Company's error, interest will be calculated and paid to City at the rate of ten percent (10%) per annum. Both the underpayment and interest shall be paid within ninety (90) days from completion of the audit. Subject to the foregoing provisions of this Section 11(D), any audit of the calculation of Franchise Fees shall be completed in accordance with the procedures, rights, conditions, and limitations applicable to the audit of certain public service taxes as set forth in Section 166.234 Florida Statutes, as it exists now and as may be amended from time to time, notwithstanding that such statute governs audits of certain public service taxes rather than franchise fees.

(F) Subcontractors. All subcontractors performing work on behalf of Company within the Rights of Way shall operate appropriately placarded vehicles, clearly displaying the subcontractor's business name. Such subcontractors shall provide, upon the City's written request, their license number and confirm that they are working as a subcontractor of Company. Company shall provide the City with an updated list reasonably identifying all subcontractors performing work within the City limits on a quarterly basis.

(G) Customer Report. In addition to City's obligations in Section 4 (B), within ninety (90) days of the Effective Date of this Ordinance, City shall provide to Company a report in a format acceptable to Company setting forth a list containing the new or removed street names, known street name aliases, street addresses, street address number ranges, and applicable directional and zip codes associated with each street name. City shall annually thereafter provide a report identifying any changes to the address listing provided the previous year. For a range of street address numbers located within City which consists only of odd or even street numbers, the list must specify whether the street numbers in the range are odd or even.

SECTION 12 - Retail Wheeling

In the event the appropriate governmental authorities authorize Retail Wheeling, then either party, if Adversely Affected thereby, may reopen this Ordinance upon thirty (30) days written notice to the other for the sole purpose of addressing the Franchise Fee payments between Company and the City. If the parties are unable to agree within ninety (90) days of reopening, either party may declare an impasse and may file an action in the Circuit Court in Pasco County, Florida for declaratory relief as to the proper Franchise Fee in light of Retail Wheeling.

SECTION 13 – Severability

Should any section or provision of this Ordinance or any portion thereof, the deletion of which would not adversely affect the receipt of any material benefits or, substantially increase the

burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the parties shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision, as necessary.

SECTION 14 - Governing Law and Venue

(A) This Ordinance shall be construed and interpreted according to the laws of the State of Florida.

(B) In the event that any legal proceeding is brought to enforce the terms of this Ordinance, the same shall be brought in the appropriate state court in Pasco County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Tampa Division.

SECTION 15 – Merger

This Ordinance is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this agreement. The parties shall not be bound or liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducements, or other understanding of any kind or nature not set forth or provided herein.

SECTION 16 – Notices

Except in exigent circumstances, all notices by either City or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested, or by recognized commercial delivery with delivery receipt requested (e.g., FedEx, UPS or DHL). Any such notice shall be deemed to have been given when received by the recipient based on the delivery receipt. All notices shall be addressed as follows:

To City:
City Manager

5919 Main Street
New Port Richey, FL 34652
Phone: (727) 853-1021

To Company:
Duke Energy
Government & Community Relations Dept.
299 1st Avenue North – FL163
St. Petersburg, FL 33701
Phone: (727) 820-5141

SECTION 17 - Non-Waiver Provision

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Ordinance shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 18 - Repealer and Superseding Provision

This Ordinance shall supersede, as to the rights, privileges, and obligations between City and Company, all ordinances and parts of ordinances in conflict with the terms of this Ordinance. Ordinance No. 1402 and any amendments thereto, are hereby deemed null and void and/or repealed upon the effective date of this Ordinance and none of the provisions of such repealed Ordinance No. 1402 and any amendments thereto shall have any further force and effect.

SECTION 19 - Dispute Resolution

The parties to this Ordinance agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the parties agree that prior to pursuing their available legal remedies they will meet in an attempt to resolve any differences. If such informal effort is unsuccessful, then the Parties may exercise any of their available legal remedies.

SECTION 20 – Effective Date

This ordinance shall take effect immediately upon its adoption as provided by law.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 16th day of June, 2026, and read and adopted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 7th day of July, 2026.

ATTEST:

Judy Meyers, MMC, City Clerk

Alfred C. Davis, Mayor

Approved as to form and legality
for the use and reliance of the
City of New Port Richey, Florida, only.

Timothy P. Driscoll, City Attorney CAA 6-16-26

ACCEPTANCE AND ACKNOWLEDGEMENT

Company hereby accepts all of the terms and conditions of this Ordinance and acknowledges the same. This Ordinance shall constitute and be deemed a written agreement between the parties for all legal purposes.

_____
Melissa Seixas, State President
Duke Energy Florida, LLC

_____
Date Executed

NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

TO: City of New Port Richey City Council

FROM: Debbie Manns, City Manager

DATE: July 7, 2026

RE: Board Appointment: Mike Peters, Land Development Review Board

REQUEST:
The request is for City Council to approve the appointment of Mike Peters from first alternate member to regular member on the Land Development Review Board.

DISCUSSION:
As Council will recall, Mike Peters was appointed as first alternate member for the Land Development Review Board on January 7, 2025. Since that time, he has dutifully fulfilled the requirements to serve on the board. Recently, staff received a communication from Mr. Allen Safranek, III, in which he resigned from the board. As this opened up a member position on the board, I respectfully ask that City Council approve the request to move Mr. Peters from first alternate member to the vacant member position.

Should Council approve this request, staff will begin to solicit an application process to find a replacement alternate member who has experience or knowledge in the required disciplines to be part of this board.

RECOMMENDATION:
Staff recommends that City Council approve the appointment of Mike Peters from first alternate member to regular member on the Land Development Review Board and accept the attached updated membership roster.

BUDGET/FISCAL IMPACT:
No funding is required for this item.

ATTACHMENTS:
- 07.07.26 Updated Land Development Review Board Membership Roster.pdf

CITY OF NEW PORT RICHEY BOARDS/COMMITTEES
Land Development Review Board

(7 members, 2 alternates, all City residents and registered voters. Three-year term.)

Purpose is to offer advisory opinions and recommendations to the City Council on matters involving the development of land in the City, including preparation and amendment of the Comprehensive Plan, the City's Land Development Code, and variances granted thereunder.

3-Year Term through:

1. Donald Ivan Cadle, Jr. **04/06/2029**
P.O. Box 2101
New Port Richey, FL 34652
(c) 727-457-2550
dicadlejr@hotmail.com

2. John R. Grey **09/01/2026**
6728 River Road
New Port Richey, FL 34652
(h) 727-992-9800
(w) 727-849-2424
(f) 727-842-6596
john@figrey.com

3. Daniel Maysilles **09/01/2026**
6134 Oakridge Avenue
New Port Richey, FL 34653
(h) 727-848-6315
(c) 727-514-3234
gatorx1@msn.com

4. Robert (Bob) Smallwood **02/03/2029**
7124 Meighan Ct.
New Port Richey, FL 34652
(C) 267-5863
Smallwood.bob@gmail.com

5. Beverly Barnett **01/07/2028**
7327 Burns Point Circle
New Port Richey, FL 34652
(h) 727-845-0864 (w) 727-841-6878
beverlybarnettlaw@gmail.com

6. George Romagnoli **04/16/2027**
6235 Florida Avenue
New Port Richey, FL 34653
727-992-2755
pascohouser@gmail.com

7. Mike Peters **01/07/2028**
6446 River Road
New Port Richey, FL 34652
727-992-8109
Mike6318@me.com

Alternates:

1. Kelly Mothershead Timmons **06/03/2028**
6556 River Road
New Port Richey, FL 34652
813-843-2354
Jonesk296@gmail.com

2. OPEN

Staff Liaison: Dale Hall, Development Director
Robert Tefft, Senior Planner

3.06.00 - Creation of land development review board

The city council hereby creates the land development review board.

The purpose of the land development review board is to offer advisory opinions and recommendations to the city council on matters involving the development of land in the city, including preparation and amendment of the Comprehensive Plan, the city's Land Development Code, and variances granted thereunder.

(Ord. No. 1374, §§ 4, 5, 9-5-95)

3.06.01 - Duties and responsibilities.

The duties and functions of the land development review board are as follows:

1. The land development review board shall recommend to the city council the adoption of ordinances promoting orderly development in conformance with the adopted Comprehensive Plan. Such ordinances may include, but are not limited

to, amendments to the adopted comprehensive plan, amendments to the city's Land Development Code, and changes to the Future Land Use and Zoning Map of the city. The land development review board shall fulfill all responsibilities bestowed on other sections of the Code on the board of adjustments and appeals or the planning and zoning board.

2. The land development review board shall serve as the New Port Richey Local Planning Agency, pursuant to the requirements of Florida Statutes and the Florida Administrative Code. The board shall fulfill the responsibilities of the local planning agency as set forth in the Florida Statutes and in the city's adopted comprehensive plan.

3. The land development review board shall conduct such public hearings as may be required in order to gather information necessary for the preparation of recommendations regarding the city's adopted comprehensive plan and its Land Development Code.

4. The land development review board shall fulfill all of the functions and responsibilities previously bestowed upon the board of adjustments and appeals concerning petitions for variances from the requirements of the Land Development Code or appeals of administrative decisions rendered by the city manager, the director of development services, the building official, or other administrative staff charged with the responsibility of interpreting and enforcing the New Port Richey Code. The land development review [board] shall have the power to conduct hearings and recommend decisions to the city council where it is alleged there is an error in any order requirement, decision, or determination by an administrative official in the enforcement of the Land Development Code. In conducting any hearing and in preparing any recommendation to the city council regarding the granting of variances, the board shall adhere to the procedure and guidelines set forth in chapter V of the city's Land Development Code.

(Ord. No. 1374, §§ 4, 5, 9-5-95)

3.06.02 - Membership.

1. There shall be seven (7) regular and two (2) alternate members comprising the land development review board. The two (2) alternates shall serve as a member in the absence of a regularly appointed member and shall attend all meetings. All members of the land development review board shall be resident electors of the City of New Port Richey. A quorum shall consist of four (4) members.

2. The initial appointment of members to serve on the land development review board will be completed so that four (4) members of the land development review board shall serve an initial term of two (2) years and three (3) members shall serve an initial term of one (1) year. Thereafter, all appointments shall be for three (3) year terms.

3. The city council shall select the members of the board by a majority vote of the city council. The city council, by a majority vote, may remove any member with, or without cause. Vacancies shall be filled from the alternate positions, if available. Any board member or alternate who misses two (2) consecutive meetings shall be deemed to have resigned unless the absence is excused by

the chairman prior to the meeting. The chairman shall notify the city clerk in writing of the member's resignation.

4. All members and alternates, as well as the public, shall have a voice pertaining to the business brought before the land development review board. Only members are entitled to vote on all proceedings. Alternate members may not vote unless taking the place of an absent member. Members of the board shall not vote if they have a conflict of interest pursuant to Florida Statutes.

(Ord. No. 1374, §§ 4, 5, 9-5-95; Ord. No. 1476, § 1, 2-2-99)

3.06.03 - Meetings.

The land development review board shall meet as needed to fulfil its responsibilities concerning hearings on variances and appeals of administrative decisions. In addition to scheduled hearings on variances and appeals, the land development review board will meet to conduct any public hearing required to fulfill the functions of a local planning agency as set forth in Florida Statutes or in the city's adopted comprehensive plan. In no event, shall the land development review board meet less frequently than once every ninety (90) days. Meetings shall be open to the public pursuant to section 286.001, Florida Statutes. The time, date, place and agenda of the meeting shall be placed by the city clerk in City Hall one (1) week prior to the meetings unless an emergency exists. All meetings shall be conducted in accordance with Robert's Rules of Order.

(Ord. No. 1374, §§ 4, 5, 9-5-95; Ord. No. 1476, § 1, 2-2-99)

3.06.04 - Officers.

The voting members of the land development review board shall elect one (1) of their members to serve as chairman, one (1) of their members to serve as vice chairman, and one (1) of their members to serve as ex officio secretary. The secretary shall record minutes for each meeting of the committee. The secretary shall keep the original copy of the minutes and furnish a copy of the minutes to the city clerk. The chairman shall submit an annual report to the city council.

(Ord. No. 1374, §§ 4, 5, 9-5-95; Ord. No. 1476, § 1, 2-2-99)

3.06.05 - Compensation.

The members of the board shall serve without compensation but may receive reimbursement for travel expenditures in accordance with the Florida Statutes.

(Ord. No. 1374, §§ 4, 5, 9-5-95)

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

TO: City of New Port Richey City Council

FROM: Colin Eichenmuller, Public Works Department

DATE: July 7, 2026

RE: ITB26-022 2026 Water System Improvements Bid Award

REQUEST:

The request of staff for City Council is to review and consider for approval the bid in the amount not to exceed $1,508,755.22 and award the project to EZ Contracting LLC for the ITB26-022 2026 Water System Improvements Project.

DISCUSSION:

As Council may recall, the Water System Improvement Project was identified in the 2023 Utility Master Plan Update. In which distribution mains were specifically identified for replacement based on age, material, and diameter. The Water System Improvement Project includes the installation of approximately 7,800 feet of 6" and 8" diameter water mains, valves, fittings, service connections, and the installation of ten (10) fire hydrant assemblies. The new water mains will be replacing existing diameter water mains which are well beyond their serviceable life. In addition, the upgraded mains will provide increased Fire Flow Capacity to the existing and proposed fire hydrant assemblies resulting in better fire protection to the residential & commercial properties in the event of a fire.

The areas of construction include:

1. The replacement of a 6" Asbestos Cement (AC), water main on Madison St. from Massachusetts Ave. to Pennsylvania Ave.
2. The replacement of a 2" galvanized metal water main on Florida Ave. from Madison St. to Main St.
3. The replacement of a 2" galvanized metal water main on Nebraska Ave. from Madison St. to Adams St.
4. The replacement of a 6" AC water main on Missouri Ave. from Lafayette St. to Grand Blvd. continuing to Madison St. to create a loop tie-in.
5. The replacement of a 2" water main on Delaware Ave. from Lafayette St. to Grand Blvd.

On June 4, 2026, bid proposals were opened for ITB26-022. From the bid tabulation results, there were a total of nine (9) bids. While the majority of the bids received were within a similar range the high bid received was $4,035,789.58 and the low bid was $1,508,755.22. The lowest bid submitted by EZ

Contracting LLC, was consistent with the project estimate and both Stroud Engineering and city staff believe this bid is accurate for the work to be performed. The City has worked with EZ Contracting LLC on several projects to include our Street Improvement Project and currently our Oxidation Ditch #3 Rehabilitation Project with great success. Staff is confident they are qualified and capable of performing all of the work described in the bid documents and recommend that the City of New Port Richey award this project to them in the amount of one million five hundred eight thousand seven hundred fifty five dollars and twenty two cents ($1,508,755.22).

RECOMMENDATION:

Approval of the do not exceed bid amount of $1,508,755.22 and award of the ITB 26-022 to EZ Contracting LLC is recommended.

BUDGET/FISCAL IMPACT:

Funds for this project are allocated and identified as Water and Sewer Construction dollars in the City's current Capital Improvement Program.

ATTACHMENTS:

- ITB26-022 2026 Waster System Improvements Bid Tabulation and Minutes.docx
- 2026.06.17-LTR-Bid Recommendation.pdf
- EZ Contracting.pdf
- ITB26-022.Site.Map.pdf

TO: Debbie L. Manns, City Manager
FROM: Judy Meyers, City Clerk
CC: Colin Eichenmuller, Public Works Director
Kate Wendt, Sr. Administrative Assistant
DATE: June 5, 2026
RE: Bid Opening: ITB26-022 2026 Water System Improvements

Bids for ITB26-022 2026 Water System Improvements were received by 2:00 p.m. on Thursday, June 4, 2026. The bid opening took place on June 5, 2026 at 2:00 p.m. in City Hall Council Chambers.

Present were Construction Services Manager Martin Field, Sr. Administrative Assistant Kate Wendt and City Clerk Judy Meyers.

Bids were announced and opened from the following entities:

BIDDERS	BID
American Construction Services, Inc. of Tampa 719 S. 50th St. Tampa, FL 33619	$1,682,657.76
Badger Drilling, LLC 9980 Sandler Rd. Jacksonville, FL 32222	$1,510,157.57
C&B Civil Construction, Inc. P.O. Box 448 High Springs, FL 32655	$3,084,243.75
DB Civil Construction, LLC 4475 US-1 South, Suite 707 St. Augustine, FL 32086	$1,626,850
EZ Contracting 5324 56th Commerce Park Blvd. Tampa, FL 33610	$1,508,755.22
Harris-McBurney Company 2120 North U.S. Highway 301 Tampa, FL 33619	$2,652,385.17
Insituform Technologies 328 S. Washington St. Danville, IN 46122	$4,035,789.58

TB Landmark Construction, Inc. 11220 New Berlin Rd. Jacksonville, FL 32226	$1,982,830
U.S. Water Services Corp. 4939 Cross Bayou Blvd. New Port Richey, FL 34652	$2,130.391.28

The apparent low bidder was EZ Contracting with a total bid of $1,508,755.22. The bid opening concluded at 2:13 p.m.

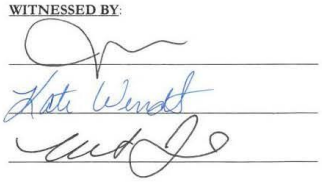
BID ITEM: Water System Improvements
BID NUMBER: ITB26-022
BID OPENING: June 5, 2026 at 2:00 p.m., City Council Chambers
DEPARTMENT: Public Works

NUMBER OF BIDS: 9

BIDDERS	BID	NON-COLLUSION	PUBLIC ENTITY	DRUG FREE	HUMAN TRAFFICKING
American Construction Services, Inc. of Tampa 719 S. 50th St. Tampa, FL 33619	$1,682,657.76	✓	✓	✓	✓
Badger Drilling, LLC 9980 Sandler Rd. Jacksonville, FL 32222	$1,510,157.57	✓	✓	✓	✓
C&B Civil Construction, Inc. P.O. Box 448 High Springs, FL 32655	$3,084,243.75	✓	✓	✓	✓
DB Civil Construction, LLC 4475 US-1 South, Suite 707 St. Augustine, FL 32086	$1,626,850	✓	✓	✓	✓
EZ Contracting 5324 56th Commerce Park Blvd. Tampa, FL 33610	$1,508,755.22	✓	✓	✓	✓
Harris-McBurney Company 2120 North U.S. Highway 301 Tampa, FL 33619	$2,652,385.17	✓	✓	✓	✓
Insituform Technologies 328 S. Washington St. Danville, IN 46122	$4,035,789.58	✓	✓	✓	✓
TB Landmark Construction, Inc. 11220 New Berlin Rd. Jacksonville, FL 32226	$1,982,830	✓	✓	✓	✓
U.S. Water Services Corp. 4939 Cross Bayou Blvd. New Port Richey, FL 34652	$2,130.391.28	✓	✓	✓	✓

Only offers received timely as of the deadline for receipt of bid are accepted. All others submitted in response to this solicitation, if any, are hereby rejected as late.

WITNESSED BY:



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STROUD
Engineering Consultants

June 17, 2026

Mr. Colin Eichenmuller
Public Works Director
City of New Port Richey
6420 Pine Hill Road
Port Richey, Florida 34668

RE: Bid Recommendation – 2026 Water System Improvements

Mr. Eichenmuller,

On June 5, 2026 at 2:00 PM local time, bid proposals were opened for the above referenced project. From the bid tabulation results, there were a total of nine (9) bids. The distribution of bids for the lowest 7 bidders was within a similar bid range with the high bid being $2,652,385.17 and the low bid being $1,508,577.40. The bids submitted by the 2 highest bidders were well beyond the range of the other bids. The lowest bid was consistent with the project estimate and we believe this bid is accurate for the work to be performed. Attachment A shows the bid tabulation results containing the lowest 7 bidders' names and the bid prices.

It is our understanding that the City intends to award the contract to the bidder with the lowest total base bid. The lowest total base bid of $1,508,577.40, submitted by **EZ Contracting, LLC** appears to be a reasonable price for this project's scope of work. The City has worked with this company before and has had a positive experience with their work quality through previous projects. I have discussed the bid with **EZ Contracting, LLC** and have been assured that they understand the bid documents and are comfortable with their bid amount and the work that is expected by the City.

Therefore, I am confident that **EZ Contracting, LLC** is qualified and capable of performing all of the work described in the bid documents and recommend that the City of New Port Richey award this project to them in the amount of one million five hundred eight thousand five hundred seventy seven dollars and forty cents ($1,508,577.40).

Sincerely,

Brent A. Heath, P.E.
Senior Engineer

BID NO. 26-022
2026 WATER SYSTEM IMPROVEMENTS
BID TABULATION DETAIL
6/4/26 2:00PM

BID ITEMS		QUANTITY	UNIT	EZ CONTRACTING		BADGER DRILLING		DB CIVIL CONSTRUCTION		AMERICAN CONSTRUCTION SERVICES		TB LANDMARK CONSTRUCTION		US WATER SERVICES CORP		HARRIS-MCBURNEY COMPANY	
Item No.	Description of Items With Price Bid in Words			UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	**Mobilization/Demobilization**	1	LS	$ 55,000.00	$ 55,000.00	$ 71,912.27	$ 71,912.27	$ 140,000.00	$ 140,000.00	$ 35,300.00	$ 35,300.00	$ 75,000.00	$ 75,000.00	$ 81,938.13	$ 81,938.13	$ 172,800.00	$ 172,800.00
2	**Construction Survey, Layout, & Record Dwgs**	1	LS	$ 49,500.00	$ 49,500.00	$ 42,000.00	$ 42,000.00	$ 40,000.00	$ 40,000.00	$ 39,305.00	$ 39,305.00	$ 54,337.00	$ 54,337.00	$ 33,168.13	$ 33,168.13	$ 56,160.00	$ 56,160.00
3	**Maintenance of Traffic**	1	LS	$ 44,000.00	$ 44,000.00	$ 79,000.00	$ 79,000.00	$ 40,000.00	$ 40,000.00	$ 28,250.00	$ 28,250.00	$ 48,201.00	$ 48,201.00	$ 116,780.60	$ 116,780.60	$ 52,709.24	$ 52,709.24
4	**Environmental Protection**	1	LS	$ 22,000.00	$ 22,000.00	$ 22,000.00	$ 22,000.00	$ 13,000.00	$ 13,000.00	$ 21,185.00	$ 21,185.00	$ 16,797.00	$ 16,797.00	$ 12,305.00	$ 12,305.00	$ 21,600.00	$ 21,600.00
5	**Performance and Payment Bonds**	1	LS	$ 22,000.00	$ 22,000.00	$ 18,500.00	$ 18,500.00	$ 15,000.00	$ 15,000.00	$ 46,088.00	$ 46,088.00	$ 21,582.00	$ 21,582.00	$ 23,956.60	$ 23,956.60	$ 86,400.00	$ 86,400.00
6	**F&I PVC Water Main Piping**																
	8-inch Dia.	60	LF	$ 33.36	$ 2,001.60	$ 65.00	$ 3,900.00	$ 200.00	$ 12,000.00	$ 95.45	$ 5,727.00	$ 140.00	$ 8,400.00	$ 85.57	$ 5,134.20	$ 213.72	$ 12,823.20
	6-inch Dia.	120	LF	$ 23.99	$ 2,878.80	$ 50.00	$ 6,000.00	$ 190.00	$ 22,800.00	$ 119.00	$ 14,280.00	$ 192.00	$ 23,040.00	$ 99.94	$ 11,992.80	$ 157.55	$ 18,906.00
	2-inch Dia.	140	LF	$ 15.27	$ 2,137.80	$ 26.17	$ 3,663.80	$ 110.00	$ 15,400.00	$ 74.75	$ 10,465.00	$ 95.00	$ 13,300.00	$ 40.31	$ 5,643.40	$ 73.84	$ 10,337.60
	1.5-inch Dia.	10	LF	$ 11.00	$ 110.00	$ 26.17	$ 261.70	$ 100.00	$ 1,000.00	$ 64.00	$ 640.00	$ 89.50	$ 895.00	$ 157.29	$ 1,572.90	$ 37.78	$ 377.80
7	**F&I HDPE Water Main Piping via Directional Boring**																
	8-inch Dia.	2200	EA	$ 71.00	$ 156,200.00	$ 67.50	$ 148,500.00	$ 90.00	$ 198,000.00	$ 69.00	$ 151,800.00	$ 109.00	$ 239,800.00	$ 99.23	$ 218,306.00	$ 103.23	$ 227,106.00
	6-inch Dia.	5600	EA	$ 50.41	$ 282,296.00	$ 47.50	$ 266,000.00	$ 72.00	$ 403,200.00	$ 54.00	$ 302,400.00	$ 71.40	$ 399,840.00	$ 79.41	$ 444,696.00	$ 81.69	$ 457,464.00
8	**Fittings (C-153 D.I. M.J.)**																
	12"x6" Reducer	1	EA	$ 565.60	$ 565.60	$ 1,087.50	$ 1,087.50	$ 1,300.00	$ 1,300.00	$ 1,739.25	$ 1,739.25	$ 1,455.00	$ 1,455.00	$ 1,161.99	$ 1,161.99	$ 2,829.79	$ 2,829.79
	8"x8" Tee	1	EA	$ 756.00	$ 756.00	$ 1,584.41	$ 1,584.41	$ 1,600.00	$ 1,600.00	$ 2,004.75	$ 2,004.75	$ 2,600.00	$ 2,600.00	$ 1,378.39	$ 1,378.39	$ 4,213.92	$ 4,213.92
	8"x6"Tee	6	EA	$ 655.20	$ 3,931.20	$ 1,522.15	$ 9,132.90	$ 1,500.00	$ 9,000.00	$ 1,971.66	$ 11,829.96	$ 2,800.00	$ 16,800.00	$ 1,282.05	$ 7,692.30	$ 4,172.25	$ 25,033.50
	8"x6" Reducer	1	EA	$ 364.00	$ 364.00	$ 691.17	$ 691.17	$ 900.00	$ 900.00	$ 1,529.06	$ 1,529.06	$ 1,200.00	$ 1,200.00	$ 663.45	$ 663.45	$ 1,511.69	$ 1,511.69
	8" 90 deg. Bend	1	EA	$ 504.00	$ 504.00	$ 1,104.66	$ 1,104.66	$ 1,000.00	$ 1,000.00	$ 1,748.74	$ 1,748.74	$ 1,684.00	$ 1,684.00	$ 925.48	$ 925.48	$ 1,783.18	$ 1,783.18
	8" 45 deg. Bend	1	EA	$ 459.20	$ 459.20	$ 873.59	$ 873.59	$ 1,000.00	$ 1,000.00	$ 1,625.43	$ 1,625.43	$ 1,345.00	$ 1,345.00	$ 796.24	$ 796.24	$ 1,631.34	$ 1,631.34
	8" Sleeve	2	EA	$ 509.60	$ 1,019.20	$ 2,218.70	$ 4,437.40	$ 1,000.00	$ 2,000.00	$ 2,343.23	$ 4,686.46	$ 1,687.00	$ 3,374.00	$ 928.10	$ 1,856.20	$ 1,786.62	$ 3,573.24
	8" Plug	1	EA	$ 190.40	$ 190.40	$ 383.98	$ 383.98	$ 700.00	$ 700.00	$ 1,360.00	$ 1,360.00	$ 1,075.00	$ 1,075.00	$ 548.38	$ 548.38	$ 775.45	$ 775.45
	6"x6" Tee	6	EA	$ 688.80	$ 4,132.80	$ 1,252.44	$ 7,514.64	$ 1,300.00	$ 7,800.00	$ 2,495.95	$ 14,975.70	$ 1,717.00	$ 10,302.00	$ 969.69	$ 5,818.14	$ 2,409.14	$ 14,454.84
	6" 90 deg. Bend	4	EA	$ 459.20	$ 1,836.80	$ 1,044.28	$ 4,177.12	$ 900.00	$ 3,600.00	$ 1,902.00	$ 7,608.00	$ 1,500.00	$ 6,000.00	$ 635.49	$ 2,541.96	$ 1,514.98	$ 6,059.92
	6" 45 deg. Bend	7	EA	$ 330.40	$ 2,312.80	$ 698.20	$ 4,887.40	$ 900.00	$ 6,300.00	$ 1,532.00	$ 10,724.00	$ 1,250.00	$ 8,750.00	$ 636.62	$ 4,456.34	$ 1,516.33	$ 10,614.31
	6" 22.5 deg. Bend	1	EA	$ 313.60	$ 313.60	$ 878.17	$ 878.17	$ 900.00	$ 900.00	$ 1,617.45	$ 1,617.45	$ 1,500.00	$ 1,500.00	$ 726.36	$ 726.36	$ 1,621.66	$ 1,621.66
	6" Sleeve	12	EA	$ 347.20	$ 4,166.40	$ 748.26	$ 8,979.12	$ 900.00	$ 10,800.00	$ 1,639.00	$ 19,668.00	$ 1,850.00	$ 22,200.00	$ 646.16	$ 7,753.92	$ 1,549.17	$ 18,590.04
	6" Plug	13	EA	$ 140.00	$ 1,820.00	$ 269.56	$ 3,504.28	$ 650.00	$ 8,450.00	$ 1,243.00	$ 16,159.00	$ 550.00	$ 7,150.00	$ 366.11	$ 4,759.43	$ 2,902.29	$ 37,729.77
9	**Isolation Valves (inc. Valve Box, Extension)**																
	8" Gate Valve	2	EA	$ 3,850.80	$ 7,701.60	$ 4,240.50	$ 8,481.00	$ 3,400.00	$ 6,800.00	$ 3,205.00	$ 6,410.00	$ 6,704.00	$ 13,408.00	$ 4,164.84	$ 8,329.68	$ 9,069.15	$ 18,138.30
	6" Gate Valve	12	EA	$ 3,150.80	$ 37,809.60	$ 2,831.82	$ 33,981.84	$ 2,400.00	$ 28,800.00	$ 2,472.00	$ 29,664.00	$ 5,000.00	$ 60,000.00	$ 3,025.29	$ 36,303.48	$ 7,107.38	$ 85,288.56
	2" Gate Valve	10	EA	$ 2,663.60	$ 26,636.00	$ 1,628.47	$ 16,284.70	$ 1,400.00	$ 14,000.00	$ 1,850.00	$ 18,500.00	$ 2,100.00	$ 21,000.00	$ 1,628.90	$ 16,289.00	$ 3,161.23	$ 31,612.30
10	**F&I Tapping Sleeve & Valve Assembly**																
	16"x6" Tapping Sleeve & Valve Assembly	1	EA	$ 5,723.60	$ 5,723.60	$ 8,500.00	$ 8,500.00	$ 7,800.00	$ 7,800.00	$ 12,366.00	$ 12,366.00	$ 12,820.00	$ 12,820.00	$ 20,915.83	$ 20,915.83	$ 10,193.58	$ 10,193.58
	12"x6" Tapping Sleeve & Valve Assembly	2	EA	$ 5,645.20	$ 11,290.40	$ 7,500.00	$ 15,000.00	$ 7,500.00	$ 15,000.00	$ 12,248.00	$ 24,496.00	$ 12,600.00	$ 25,200.00	$ 16,959.98	$ 33,919.96	$ 10,081.87	$ 20,163.74
	8"x8" Tapping Sleeve & Valve Assembly	1	EA	$ 6,658.80	$ 6,658.80	$ 5,800.00	$ 5,800.00	$ 7,500.00	$ 7,500.00	$ 11,568.00	$ 11,568.00	$ 12,000.00	$ 12,000.00	$ 16,555.80	$ 16,555.80	$ 11,408.92	$ 11,408.92
	8"x6" Tapping Sleeve & Valve Assembly	5	EA	$ 5,370.80	$ 26,854.00	$ 5,800.00	$ 29,000.00	$ 6,500.00	$ 32,500.00	$ 8,176.00	$ 40,880.00	$ 12,000.00	$ 60,000.00	$ 14,346.62	$ 71,733.10	$ 9,957.19	$ 49,785.95
	6"x6" Tapping Sleeve & Valve Assembly	2	EA	$ 6,586.00	$ 13,172.00	$ 4,500.00	$ 9,000.00	$ 6,000.00	$ 12,000.00	$ 8,778.00	$ 17,556.00	$ 12,000.00	$ 24,000.00	$ 14,617.44	$ 29,234.88	$ 9,960.07	$ 19,920.14
11	**F&I Tapping Saddle & Gate Valve**																
	8"x2" Tapping Saddle & Gate Valve	10	EA	$ 2,042.00	$ 20,420.00	$ 1,006.83	$ 10,068.30	$ 2,400.00	$ 24,000.00	$ 1,116.53	$ 11,165.30	$ 2,500.00	$ 25,000.00	$ 1,486.01	$ 14,860.10	$ 4,878.69	$ 48,786.90
	6"x2" Tapping Saddle & Gate Valve	5	EA	$ 1,997.20	$ 9,986.00	$ 993.26	$ 4,966.30	$ 2,300.00	$ 11,500.00	$ 1,098.26	$ 5,491.30	$ 2,500.00	$ 12,500.00	$ 1,466.08	$ 7,330.40	$ 7,187.02	$ 35,935.10
12	**Pipe Connections**																
	16" Pipe Connection	1	EA	$ 1,772.00	$ 1,772.00	$ 8,500.00	$ 8,500.00	$ 3,500.00	$ 3,500.00	$ 10,895.00	$ 10,895.00	$ 8,500.00	$ 8,500.00	$ 15,381.25	$ 15,381.25	$ 7,934.03	$ 7,934.03
	12" Pipe Connection	2	EA	$ 1,660.00	$ 3,320.00	$ 7,200.00	$ 14,400.00	$ 3,200.00	$ 6,400.00	$ 8,885.00	$ 17,770.00	$ 8,000.00	$ 16,000.00	$ 12,305.00	$ 24,610.00	$ 7,934.03	$ 15,868.06
	8" Pipe Connection	3	EA	$ 1,548.00	$ 4,644.00	$ 6,000.00	$ 18,000.00	$ 2,800.00	$ 8,400.00	$ 6,850.00	$ 20,550.00	$ 8,000.00	$ 24,000.00	$ 8,613.50	$ 25,840.50	$ 5,289.35	$ 15,868.05
	6" Pipe Connection	15	EA	$ 1,436.00	$ 21,540.00	$ 4,000.00	$ 60,000.00	$ 2,500.00	$ 37,500.00	$ 5,378.00	$ 80,670.00	$ 4,800.00	$ 72,000.00	$ 6,152.50	$ 92,287.50	$ 4,231.48	$ 63,472.20
	2"/1.5"/1.25" Pipe Connection	11	EA	$ 1,324.00	$ 14,564.00	$ 2,200.00	$ 24,200.00	$ 450.00	$ 4,950.00	$ 3,333.00	$ 36,663.00	$ 2,555.00	$ 28,105.00	$ 4,306.75	$ 47,374.25	$ 1,057.87	$ 11,636.57
13	**Pipe Abandonment**																
	6" Pipe Abandonment	3	EA	$ 8,800.00	$ 26,400.00	$ 3,800.00	$ 11,400.00	$ 1,000.00	$ 3,000.00	$ 9,888.00	$ 29,664.00	$ 2,500.00	$ 7,500.00	$ 9,228.75	$ 27,686.25	$ 7,200.00	$ 21,600.00
	2"/1.5"/1.25" Pipe Abandonment	9	EA	$ 6,600.00	$ 59,400.00	$ 2,200.00	$ 19,800.00	$ 600.00	$ 5,400.00	$ 7,785.00	$ 70,065.00	$ 1,750.00	$ 15,750.00	$ 6,152.50	$ 55,372.50	$ 720.00	$ 6,480.00
14	**F&I Service Lateral**																
	3" Single (Far Side) Under Road/Sidewalk	1	EA	$ 3,116.00	$ 3,116.00	$ 7,589.49	$ 7,589.49	$ 6,800.00	$ 6,800.00	$ 6,690.00	$ 6,690.00	$ 6,000.00	$ 6,000.00	$ 7,321.19	$ 7,321.19	$ 11,424.54	$ 11,424.54
	2" Single (Near Side)	1	EA	$ 2,208.80	$ 2,208.80	$ 2,878.23	$ 2,878.23	$ 2,700.00	$ 2,700.00	$ 2,857.00	$ 2,857.00	$ 2,780.00	$ 2,780.00	$ 3,086.45	$ 3,086.45	$ 4,005.56	$ 4,005.56
	2" Double (Near Side)	1	EA	$ 3,116.00	$ 3,116.00	$ 4,414.16	$ 4,414.16	$ 2,800.00	$ 2,800.00	$ 4,335.00	$ 4,335.00	$ 3,900.00	$ 3,900.00	$ 4,314.44	$ 4,314.44	$ 5,013.77	$ 5,013.77
	2" Single (Far Side) Under Road/Sidewalk	2	EA	$ 2,819.20	$ 5,638.40	$ 2,335.83	$ 4,671.66	$ 3,500.00	$ 7,000.00	$ 4,113.37	$ 8,226.74	$ 2,650.00	$ 5,300.00	$ 4,004.32	$ 8,008.64	$ 8,253.07	$ 16,506.14
	2" Double (Far Side) Under Road/Sidewalk	1	EA	$ 3,435.20	$ 3,435.20	$ 2,335.83	$ 2,335.83	$ 3,700.00	$ 3,700.00	$ 5,092.98	$ 5,092.98	$ 4,900.00	$ 4,900.00	$ 5,443.10	$ 5,443.10	$ 9,508.73	$ 9,508.73
	1.5" Single (Near Side)	1	EA	$ 1,884.00	$ 1,884.00	$ 2,685.60	$ 2,685.60	$ 1,200.00	$ 1,200.00	$ 1,908.00	$ 1,908.00	$ 1,900.00	$ 1,900.00	$ 1,874.80	$ 1,874.80	$ 3,449.89	$ 3,449.89
	1" Single (Near Side)	2	EA	$ 1,587.20	$ 3,174.40	$ 5,976.01	$ 11,952.02	$ 600.00	$ 1,200.00	$ 1,055.32	$ 2,110.64	$ 1,500.00	$ 3,000.00	$ 992.90	$ 1,985.80	$ 4,819.26	$ 9,638.52
	1" Double (Near Side)	1	EA	$ 1,592.80	$ 1,592.80	$ 2,939.64	$ 2,939.64	$ 800.00	$ 800.00	$ 800.00	$ 800.00	$ 2,300.00	$ 2,300.00	$ 1,463.04	$ 1,463.04	$ 7,313.62	$ 7,313.62
	1" Single (Far Side) Under Road/Sidewalk	8	EA	$ 1,497.60	$ 11,980.80	$ 1,494.00	$ 11,952.00	$ 1,400.00	$ 11,200.00	$ 1,983.00	$ 15,864.00	$ 2,900.00	$ 23,200.00	$ 1,715.18	$ 13,721.44	$ 6,096.89	$ 48,775.12
	1" Double (Far Side) Under Road/Sidewalk	2	EA	$ 1,704.80	$ 3,409.60	$ 1,494.00	$ 2,988.00	$ 1,600.00	$ 3,200.00	$ 2,518.00	$ 5,036.00	$ 3,020.00	$ 6,040.00	$ 2,298.70	$ 4,597.40	$ 6,348.69	$ 12,697.38
	3/4" Single (Near Side)	34	EA	$ 1,262.40	$ 42,921.60	$ 830.02	$ 28,220.68	$ 600.00	$ 20,400.00	$ 1,186.00	$ 40,324.00	$ 1,350.00	$ 45,900.00	$ 833.40	$ 28,335.60	$ 2,660.72	$ 90,464.48
	3/4" Double (Near Side)	9	EA	$ 1,391.20	$ 12,520.80	$ 1,245.00	$ 11,205.00	$ 750.00	$ 6,750.00	$ 1,407.00	$ 12,663.00	$ 1,950.00	$ 17,550.00	$ 1,974.74	$ 17,772.66	$ 2,933.20	$ 26,398.80
	3/4" Single (Far Side) Under Road/Sidewalk	37	EA	$ 1,307.20	$ 48,366.40	$ 953.66	$ 35,285.42	$ 1,200.00	$ 44,400.00	$ 1,912.00	$ 70,744.00	$ 2,100.00	$ 77,700.00	$ 1,640.85	$ 60,711.45	$ 6,009.64	$ 222,356.68
	3/4" Double (Far Side) Under Road/Sidewalk	6	EA	$ 1,436.00	$ 8,616.00	$ 1,364.77	$ 8,188.62	$ 1,400.00	$ 8,400.00	$ 2,379.00	$ 14,274.00	$ 3,000.00	$ 18,000.00	$ 1,993.84	$ 11,963.04	$ 6,279.58	$ 37,677.48
15	**F&I Fire Hydrant Assembly**	3	EA	$ 9,747.60	$ 29,242.80	$ 7,740.66	$ 23,221.98	$ 6,300.00	$ 18,900.00	$ 14,766.00	$ 44,298.00	$ 6,500.00	$ 19,500.00	$ 12,194.62	$ 36,583.86	$ 13,047.97	$ 39,143.91
16	**F&I Air Release Assemblly**	1	EA	$ 3,957.60	$ 3,957.60	$ 5,922.99	$ 5,922.99	$ 4,800.00	$ 4,800.00	$ 5,153.00	$ 5,153.00	$ 6,850.00	$ 6,850.00	$ 7,299.87	$ 7,299.87	$ 14,381.26	$ 14,381.26
17	**Remove & Replace Asphalt Pavement**	400	SY	$ 276.16	$ 110,464.00	$ 255.00	$ 102,000.00	$ 220.00	$ 88,000.00	$ 58.50	$ 23,400.00	$ 175.00	$ 70,000.00	$ 57.59	$ 23,036.00	$ 126.58	$ 50,632.00
18	**F&I Painted Pavement Markings**	1	LS	$ 8,470.00	$ 8,470.00	$ 15,000.00	$ 15,000.00	$ 9,000.00	$ 9,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 18,457.50	$ 18,457.50	$ 36,000.00	$ 36,000.00
19	**Remove & Replace Concrete Sidewalk**	700	SY	$ 146.30	$ 102,410.00	$ 115.00	$ 80,500.00	$ 82.00	$ 57,400.00	$ 120.00	$ 84,000.00	$ 100.00	$ 70,000.00	$ 157.81	$ 110,467.00	$ 103.68	$ 72,576.00
20	**Remove & Replace Concrete Driveway**	60	SY	$ 147.40	$ 8,844.00	$ 120.00	$ 7,200.00	$ 110.00	$ 6,600.00	$ 120.00	$ 7,200.00	$ 145.00	$ 8,700.00	$ 177.19	$ 10,631.40	$ 116.64	$ 6,998.40
21	**Remove & Reinstall Pavers**	20	SY	$ 220.00	$ 4,400.00	$ 125.00	$ 2,500.00	$ 250.00	$ 5,000.00	$ 88.00	$ 1,760.00	$ 245.00	$ 4,900.00	$ 60.66	$ 1,213.20	$ 288.00	$ 5,760.00
22	**Remove & Replace Concrete Curb**	200	LF	$ 36.30	$ 7,260.00	$ 130.00	$ 26,000.00	$ 45.00	$ 9,000.00	$ 49.00	$ 9,800.00	$ 84.00	$ 16,800.00	$ 126.74	$ 25,348.00	$ 64.80	$ 12,960.00
23	**F&I Bahia Sod**	300	SY	$ 8.80	$ 2,640.00	$ 115.00	$ 34,500.00	$ 12.00	$ 3,600.00	$ 4.44	$ 1,332.00	$ 22.00	$ 6,600.00	$ 4.98	$ 1,494.00	$ 22.88	$ 6,864.00
24	**Remove & Dispose Solid Rock along Pipe Route, Replace with Suitable Trench Material**	100	CY	$ 69.52	$ 6,952.00	$ 225.50	$ 22,550.00	$ 96.00	$ 9,600.00	$ 65.00	$ 6,500.00	$ 111.00	$ 11,100.00	$ 369.15	$ 36,915.00	$ 576.00	$ 57,600.00
25	**Remove & Replace UnsuitableTrench Foundation Material**	100	CY	$ 68.40	$ 6,840.00	$ 225.50	$ 22,550.00	$ 48.00	$ 4,800.00	$ 27.00	$ 2,700.00	$ 81.00	$ 8,100.00	$ 307.63	$ 30,763.00	$ 115.20	$ 11,520.00
26	**Remove & Replace UnsuitableTrench Backfill Material**	100	CY	$ 67.28	$ 6,728.00	$ 225.50	$ 22,550.00	$ 48.00	$ 4,800.00	$ 32.00	$ 3,200.00	$ 74.00	$ 7,400.00	$ 246.10	$ 24,610.00	$ 115.20	$ 11,520.00
27	**LS Allowance for Extra Work Authorized by Owner**	1	LS	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
	TOTAL BASE BID				**$ 1,508,577.40**		**$ 1,610,157.57**		**$ 1,626,850.00**		**$ 1,682,357.76**		**$ 1,982,830.00**		**$ 2,138,014.70**		**$ 2,652,385.17**

SECTION 00400
BID FORM

PROJECT ID: 2026 Water System Improvements

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of New Port Richey
City Clerk's Office
5919 Main Street
New Port Richey, Florida 34652
Bid Number: 26-022

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
None	

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports

and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder certifies Bidder's authority and qualification to do business in the state where the Project is located, that the Bidder is a state-certified Contractor in good standing and holds current registration with the Florida Construction Industry Licensing Board of the Florida Department of Professional Regulation, that the type of license is in a class that authorizes the Bidder to perform the general nature of the construction to be performed on this project, and that the Bidder's State Contractor's license number for the state of the project is shown on the Bid form.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices

at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

City of New Port Richey
2026 Water System Improvements
Bid Form

Item No.	Estimated Quantity	Description of Items With Price Bid in Words	Unit Price In Figures	Amount In Figures
1	LS	**Mobilization/Demobilization**		$ $55,000.00
		Lump Sum Written		
2	LS	**Construction Survey, Layout, As-Builts, and Record Drawings**		$ $49,500.00
		Lump Sum Written		
3	LS	**Maintenance of Traffic**		$ $44,000.00
		Lump Sum Written		
4	LS	**Environmental Protection**		$ $22,000.00
		Lump Sum Written		
5	LS	**Performance and Payment Bonds**		$ $22,000.00
		Lump Sum Written		
6		**F&I PVC Water Piping**		
	60 LF	8 – inch Dia.	$ $33.36	$ $2,001.60
	120 LF	6 – inch Dia.	$ $23.99	$ $2,878.32

	140 LF	2 – inch Dia.	$ $15.27	$ $2,138.30
	10 LF	1.5 – inch Dia.	$ $11.00	$ $299.40
7		**F&I HDPE Water Piping via Directional Boring**		
	2200 LF	8 – inch Dia.	$ $71.00	$ $156,200.00
	5600 LF	6 – inch Dia.	$ $50.41	$ $282,284.80
8		**F&I D.I. Fittings (C153)**		
	1 EA	12"x6" Reducer	$ $565.60	$ $565.60
	1 EA	8"x8" Tee	$ $756.00	$ $756.00
	6 EA	8"x6" Tee	$ $655.20	$ $3,931.20
	1 EA	8"x6" Reducer	$ $364.00	$ $364.00
	1 EA	8" 90 deg. Bend	$ $504.00	$ $504.00
	1 EA	8" 45 deg. Bend	$ $459.20	$ $459.20
	2 EA	8" Sleeve	$ $509.60	$ $1,019.20
	1 EA	8" Plug	$ $190.40	$ $190.40
	6 EA	6"x6" Tee	$ $688.80	$ $4,132.80
	4 EA	6" 90 deg. Bend	$ $459.20	$ $1,836.80
	7 EA	6" 45 deg. Bend	$ $330.40	$ $2,312.80
	1 EA	6" 22.5 deg. Bend	$ $313.60	$ $313.60
	12 EA	6" Sleeve	$ $347.20	$ $4,166.40
	13 EA	6" Plug	$ $140.00	$ $1,820.00
9		**F&I Gate Valves**		
	2 EA	8 – inch Dia.	$ $3,850.80	$ $7,701.60
	12 EA	6 – inch Dia.	$ $3,150.80	$ $37,809.60
	10 EA	2 – inch Dia.	$ $2,663.60	$ $26,636.00
10		**F&I Tapping Sleeve & Valve Assembly**		
	1 EA	16x6 – inch Dia.	$ $5,723.60	$ $5,723.60
	2 EA	12x6 – inch Dia.	$ $5,645.20	$ $11,290.40
	1 EA	8x8 – inch Dia.	$ $6,658.80	$ $6,658.80
	5 EA	8x6 – inch Dia.	$ $5,370.80	$ $26,854.00
	2 EA	6x6 – inch Dia.	$ $6,586.00	$ $13,172.00
11		**F&I Tapping Saddle & Valve Assembly**		
	10 EA	8x2 – inch Dia.	$ $2,042.00	$ $20,420.00
	5 EA	6x2 – inch Dia.	$ $1,997.20	$ $9,986.00
12		**F&I Pipe Connections**		
	1 EA	16" Connection	$ $1,772.00	$ $1,772.00
	2 EA	12" Connection	$ $1,660.00	$ $3,320.00
	3 EA	8" Connection	$ $1,548.00	$ $4,644.00
	15 EA	6" Connection	$ $1,436.00	$ $21,540.00
	11 EA	2"/1.5"/1.25" Connection	$ $1,324.00	$ $14,564.00
13		**Pipeline Abandonment**		

	3 EA	6" Pipeline	$ $8,800.00	$ $26,400.00
	9 EA	2"/1.5"/1.25" Pipeline	$ $6,600.00	$ $59,400.00
14		**F&I Service Lateral**		
	1 EA	3" single (far side) under road/sidewalk	$ $3,116.00	$ $3,116.00
	1 EA	2" single (near side)	$ $2,208.80	$ $2,208.80
	1 EA	2" double (near side)	$ $3,116.00	$ $3,116.00
	2 EA	2" single (far side) under road/sidewalk	$ $2,819.20	$ $5,638.40
	1 EA	2" double (far side) under road/sidewalk	$ $3,435.20	$ $3,435.20
	1 EA	1.5" single (near side)	$ $1,884.00	$ $1,884.00
	2 EA	1" single (near side)	$ $1,587.20	$ $3,174.40
	1 EA	1" double (near side)	$ $1,592.80	$ $1,592.80
	8 EA	1" single (far side) under road/sidewalk	$ $1,497.60	$ $11,980.80
	2 EA	1" double (far side) under road/sidewalk	$ $1,704.80	$ $3,409.60
	34 EA	3/4" single (near side)	$ $1,262.40	$ $42,921.60
	9 EA	3/4" double (near side)	$ $1,391.20	$ $12,520.80
	37 EA	3/4" single (far side) under road/sidewalk	$ $1,307.20	$ $48,366.40
	6 EA	3/4" double (far side) under road/sidewalk	$ $1,436.00	$ $8,616.00
15	3 EA	**F&I Fire Hydrant Assembly**	$ $9,747.60	$ $29,242.80
16	1 EA	**F&I Air Release Assembly**	$ $3,957.20	$ $3,957.20
17	400 SY	**R&R Asphalt Pavement**	$ $276.16	$ $110,464.00
18	LS	**F&I Painted Pavement Markings**		
		Eight Thousand Four Hundred Seventy Dollars and No/100 Lump Sum Written		$ $8,470.00
19	700 SY	**F&I Concrete Sidewalk**	$ $146.30	$ $102,410.00
20	60 SY	**F&I Concrete Driveway**	$ $147.40	$ $8,844.00
21	20 SY	**Remove & Reinstall Architectural Pavers**	$ $220.00	$ $4,400.00
22	200 LF	**F&I Concrete Curb**	$ $36.30	$ $7,260.00
23	300 SY	**F&I Bahia Sod**	$ $8.80	$ $2,640.00
24	100 CY	**Remove & Dispose Solid Rock along Pipe Route, Replace with Suitable Trench Material**	$ $69.52	$ $6,952.00

25	100 CY	**Remove & Replace Unsuitable Trench Foundation Material**	$ $68.40	$ $6,840.00
26	100 CY	**Remove & Replace Unsuitable Trench Backfill Material**	$ $67.28	$ $6,728.00
27	LS	**Allowance for Extra Work Authorized by Owner**		$ 100,000.00

TOTAL PROJECT BASE BID:

$ $1,508,755.22

(Amount Written In Figures)

One Million Five Hundred Eight Thousand Seven Hundred Fifty-Five Dollars and Twenty-Two Cents

(Amount Written In Words)

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all Unit Price Bid items will be based on actual quantities satisfactorily provided in accordance with the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **240** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **270** calendar days after the date when the Contract Times commence to run.

6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a part of this Bid:

A. Bid security in the form of a certified check or Bid Bond (Section 00430).

B. Tabulation of Subcontractors and Suppliers (Section 00431).

C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

D. Contractor's License No.: CUC037218.

E. Florida Trench Safety Act Certification (Section 00440).

F. Construction Contractor's Qualification Statement for Engineered Construction (Section 00450).

G. Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).

H. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).

I. No collusion Affidavit (Section 00453).

J. Drug-Free Workplace Certificate (Section 00454).

K. Contractor's Code of Conduct Form (Section 00455).

L. Unsatisfactory Work- Noncompliance (Section 00456)

M. E-Verify (Section 00460)

N. Scrutinized Companies and Business Operations with Cuba and Syria (Section 00461)

O. Scrutinized Companies that Boycott Israel List Certification Form (Section 00462)

P. Human Trafficking Affidavit (Section 00465)

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by: EZ Contracting LLC If Bidder is:

An Individual

Name _____
(Typed or printed)

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Name _____
(Typed or printed)

By: _____
(Individual's signature)

Doing business as: _____

A Corporation

Corporation Name EZ Contracting LLC State of Incorporation FL

Type (General Business, Professional, Service, Limited Liability) Limited Liability

By: _____ By: John Barile
(Signature – attach evidence of authority to sign) (Name Typed or Printed)

Title: President Attest: _____

Date of Qualification to do business in Florida is 01 / 31 / 2023

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____ (Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 5324 56th Commerce Park Blvd, Tampa, FL 33610

_____

Phone No. 813-252-9793 Fax No. _____

E-mail ez@ezcontractingfl.com

SUBMITTED on June 4, 20 26.

State Contractor License No. CUC037218

Executed in 3 Counterparts

SECTION 00430
BID SECURITY FORM (FLORIDA BID BOND)

BOND NO. N/A

AMOUNT: $ (5%)-------

KNOW ALL MEN BY THESE PRESENTS, that EZ CONTRACTING LLC

hereinafter called the PRINCIPAL, and Great Midwest Insurance Company

a corporation duly organized under the laws of the State of TX, having its principal place of business at
800 Gessner Rd., Suite 600, Houston, TX 77024 in the State of TX

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto the **City of New Port Richey** of the State of Florida, represented by its Council, hereinafter called the OBLIGEE, in the sum of*DOLLARS ($----------5%----------), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the **City of New Port Richey** for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

2026 Water System Improvements

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of **5** percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within **30** consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within **30** consecutive calendar days after written notice of such acceptance, enters into a written Contract with the **City of New Port Richey** and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the **City of New Port Richey** and the Surety herein agrees to pay said immediately upon demand of the

City of New Port Richey in good and lawful money of the United States of America, as liquidated damages for failure thereof said PRINCIPAL.

* Five Percent of Amount Bid

Signature of following page

Signed and sealed this 4th day of June, 2026.

EZ CONTRACTING LLC

PRINCIPAL

By

John Barile - President

Typed Name & Title

Great Midwest Insurance Company

SURETY

Jeffrey W. Reich

By - (Attorney-In-Fact)

Jeffrey W. Reich, Attorney-in-Fact & FL Lic. Resident Agent

Typed Name & Title Inquiries: 407-786-7770

* * * *

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Cheryl A. Foley, Emily J. Golecki, Lisa A. Roseland, Kim E. Niv, Jeffrey W. Reich, Susan L. Reich, Sarah K. O'Linn, Robert P. O'Linn, Teresa L. Durham, Nathan K. Reich

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 4th Day of June 2026.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

SUBCONTRACTOR OR SUPPLIER AND ADDRESS	**CLASS OF WORK OR MATERIAL**
Blevins Road Boring Inc 15044 Reginald Ln, Hudson, FL 34667	Directional Drill
Suncoast Paving Inc 800 Anclote Rd, Tarpon Springs, FL 34689	Paving
Monagas Parking Lot Striping, LLC 906 Grand Canyon Drive | Valrico, Florida 33594	Striping
STAline Waterworks - TAM-FL 6113 Causeway Boulevard Tampa FL 33619	Pipe Supply

BIDDER: EZ Contracting LLC

By: _____

Name: John Barile

Title: President

Date: 6/4/2026

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90- 96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

		Cost
1.	Trench Safety Act Compliance	$ $90,000.00
2.	Special Shoring	$ NA

Identify method of compliance for Item #1: OSHA-compliant trench safety procedures utilizing sloping, benching, trench boxes, shielding systems, and other protective measures as required by soil conditions and trench depth in accordance with the Florida Trench Safety Act and OSHA 29 CFR 1926 Subpart P.

Identify or attach a copy of Special Shoring Requirements for Item #2: Not Anticipated / N.A

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: EZ Contracting LLC

By: _____

Name: John Barile

Title: President

Sworn to and subscribed before me this 4th day of June, 2026.

Notary Public _____

My Commission Expires: 8-22-2027

DANIELLE DACRUZ
Notary Public
State of Florida
Comm# HH436136
Expires 8/22/2027

SECTION 00450
CONSTRUCTION CONTRACTOR'S QUALIFICATION

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION

This qualification statement was developed by AGC of America in cooperation with the Engineers Joint Contract Documents Committee (EJCDC) which recommend its use as a suggested generic prequalification statement or a contract-specific qualification statement. In the latter case, the owner or engineer may wish to make appropriate supplemental inquires.

The Engineers Joint Contract Documents Committee consists of representatives of the following organizations:

National Society of Professional Engineers American Consulting Engineers Council American Society of Civil Engineers Construction Specifications Institute

Submitted by:

Name of Organization EZ Contracting LLC

Name of Individual John Barile

Title President

Address 5324 56th Commerce Park Blvd, Tampa, FL 33610

Telephone 813-252-9793

Submitted to:

Name Address EZ Contracting LLC

5324 56th Commerce Park Blvd, Tampa, FL 33610

Telephone 813-252-97963

Project Name and Description (if applicable)

Contractor's General Business Information
Check If:

☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

If **Corporation:**

a. Date and State of Incorporation
01/31/2023 State of Florida

b. List of Executive Officers

Name	Title
John Barile	President
Edward Zausch	CEO

If **Partnership:**

a. Date and State of Organization

b. Names of Current General Partners

c. Type of Partnership

☐ General ☐ Publicly Traded ☐ Limited ☐ Other (describe): _____

If **Joint Venture:**

a. Date and State of Organization

_____

_____

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)

_____

_____

_____

If **Sole Proprietorship:**

a. Date and State of Organization

_____

_____

b. Name and Address of Owner or Owners

_____

_____

_____

On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture list each participant's projects separately).

On Schedule 8, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).

Name of surety company and name, address, and phone number of agent.

Florida Surety Bonds, Inc.,
620 N. Wymore Rd,
Suite 200 Maitland, FL 32751

407-478-6842 Emily Golecki emily@floridasuretybonds.com

Is your organization a member of a controlled group of corporations as defined in I.RC. Sec. 1563?

☐ Yes ☒ No

If yes, show names and addresses of affiliated companies.

Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

Has your organization ever failed to complete any construction contract awarded to it? ☐ Yes ☒ No If yes, describe circumstances on attachment.

Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization? ☐ Yes ☒ No If yes, describe circumstances on attachment.

In the last five years, has your organization ever failed to substantially complete a project in a timely manner? ☐ Yes ☒ No If yes, describe circumstances on attachment.

Indicate general types of work performed with your own work force.
Municipal infrastructure projects including potable water systems, wastewater systems, force mains, storm drainage systems, roadway improvements, and site development projects

If required, can your organization provide a bid bond for this project? ☒ Yes ☐ No

I. What is your approximate total bonding capacity?

☐ $500,000 to $2,000,000 ☐ $2,000,000 to $5,000,000 ☒ $5,000,000 to $10,000,000 ☐ $10,000,000 or more

II. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

III. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank: JP Morgan Chase Bank, N.A.

Address: 4345 W Lake Mary Blvd.
Lake Mary, FL 32746

Account Manager David Tobon

Telephone 786-862-0764 david.tobon@chase.com

I hereby certify that the information submitted herewith, including any attachment, is true to the best of my knowledge and belief.



By: John Barile

Title: President

Dated: 06/04/2026

SCHEDULE A Completed Projects

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference Contact Include Address and Phone
Doctors Lake Dr. Force Main Improvements Clay County Installation of 5,300 LF 12" PVC & Full Restoration	Clay County	Four Waters Engineering	01/2026	$1,397,367.00	Joseph Paterni, Director 904-424-1280 jpaterni@clayutility.org 3176 Old Jennings Rd., Middleburg, FL 32068
2023-2024 Street Improvement Project City of New Port Richey Milling & demolition, Paving & striping, Concrete restoration, and final sod restoration	City of New Port Richey		04/2026	$3,414,736.00	Derek Silver, Project Manager 727-841-4543 silverd@cityofnewportrichey.org 5919 Main St., New Port Richey, FL 34652
Post Hurricane Ian Stormwater Damage Repairs City of Sanibel Emergency Stormwater Repairs	City of Sanibel	Johnson Engineering LLC	08/2025	$2,392,439.32	Oisin Dolley, City Engineer 239-472-6397 / 904-264-7411 oisin.dolley@mysanibel.com 800 Dunlop Rd., Sanibel, FL 33957
ARPA – Maybole Place & Riverhills Dr Stormwater Improvements City of Temple Terrace Stormwater and Roadway Improvements	City of Temple Terrace	Johnson, Mirmiran & Thompson, Inc.	06/2025	$1,491,275.00	Jason Warrenfeltz, Public Works Director 813-506-6574 / 813-506-6564 jwarrenfeltz@templeterrace.gov 11250 N 56th St., Temple Terrace, FL 33617
Magnolia Cemetery Lane Culvert Improvements Town of Orange Park Roadway & Drainage Improvements	Town of Orange Park	CMT Inc.	11/2024	$510,908.68	Kyle Croce 904-264-7411 kcroce@townoforangepark.com 2042 Park Ave, Orange Park, FL 32073
Holiday Lakes AC Force Main Replacement City of New Port Richey Force Main Replacement	City of New Port Richey	Mead & Hunt, Inc.	02/2025	$1,311,660.00	Paulette Soto Pagan, Project Manager 813-929-2755 psotopagan@pascocountyfl.net 7536 State Street, Suite 221, NPR, FL 34654

SCHEDULE B Current Projects

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference Contact Include Address and Phone
Tributary F Box Culverts Replacement City of Arcadia Culvert Replacement/Drainage Improvements	City of Arcadia		Estimate 04/2027	$4,625,196.99	Gail Renaud grenaud@arcadia-fl.gov (863) 494-4114
Oxidation Ditch Rehabilitation City of New Port Richey Wastewater Facility Rehabilitation	City of New Port Richey		Estimate 06/2026	$1,558,500.00	Jimmy Ynigues yniguesj@cityofnewportrichey.org (727) 841-4538

SCHEDULE C – PERSONNEL

Name	Position	Date Started with this Organization	Date Started in Construction	Prior Positions and experience in construction
John Barile	President	01/31/2023	1975	Managed municipal infrastructure projects including potable water systems, wastewater systems, force mains, storm drainage systems, roadway improvements, and site development projects.
Edward Zausch	CEO	01/31/2023	1990	Responsible for financial oversight, project cost management, contract administration, and construction operations, ensuring projects are executed efficiently while maintianing financial accountabiltiy & schedule control.
David York	Underground Utility Superintendent	01/31/2023	2000	Supervises installation of water mains, sewer systems, storm drainage infrastructure,and related civil construction activities while ensuring that projects meet quality standards and specifications.
Eli Woodward	Field Supervisor Safety Coordinator	01/31/2023	2015	Assists in coordinating field crews & supporting daily jobsite operations. Responsible for promoting jobsite safety through daily safety meetings, monitoring field conditions,and ensuring compliance with OSHA safety regulations and company safety procedures.

SECTION 00451
PUBLIC ENTITY CRIMES STATEMENT

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. 26-022

for City of New Port Richey 2026 Water Systems Improvements

2. This sworn statement is submitted by EZ Contracting LLC
(name or entity, submitting sworn statement)

whose business address is 5324 56th Commerce Park Blvd, Tampa, FL 33610

_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is 92-2377611.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

3. My name is John Barile and my relationship to the
(Please print name of individual signing)

entity named above is President.

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

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

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

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

entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(I)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed in the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Date: June 4, 2026

John Barile, President
(Signature)

STATE OF: Florida

COUNTY OF: Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, John Barile who, after first being sworn by me, affixed his/her signature in the space provided above on this 4th day of June 20 26.

Danielle Dacruz
Notary Public
My commission expires: 8-22-2027

(Affix Seal)

DANIELLE DACRUZ
Notary Public
State of Florida
Comm# HH436136
Expires 8/22/2027

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION, ARBITRATION, AND SURETY COMPLETION

LAST THREE (3) YEARS

Project	Name & Address of Owner or Engineer	Name & Phone of Owner or Engineer Representative	Date of Contract	Amount	Status
N/A					

(Signed)_____

SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The City of New Port Richey, herein called the "Owner." Pursuant to bidding requirements for the work titled 26-022 2026 Water System Improvements the enclosed contract documents shall be provided to the Owner.

State of FL County of Hillsborough

John Barile, being first duly
(Officer's Name)
sworn, deposes, and says that:

A. He\She is President (officer's title) of EZ Contracting LLC

B. (company name), the Bidder that has submitted the attached bid;

C. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

D. Such bid is genuine and is not a collusive or sham bid;

E. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the _____ or any person interested in the proposed contract; and

F. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Date: June 4, 2026

(Signature) John Barile

STATE OF: Florida

COUNTY OF: Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, John Barile who, after first being sworn by me, affixed his/her signature in the space provided above on this 4th day of June 2026.

Danielle Dacruz
Notary Public
My commission expires: 8-22-2027

(Affix Seal)

DANIELLE DACRUZ
Notary Public
State of Florida
Comm# HH436136
Expires 8/22/2027

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that EZ Contracting LLC
(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug- use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

Date: June 4, 2026

John Barile (Signature)

STATE OF: Florida

COUNTY OF: Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, John Barile who, after first being sworn by me, affixed his/her signature in the space provided above on this 4th day of June 20 26.

Danielle Dacruz
Notary Public
My commission expires: 8-22-2027

(Affix Seal)

DANIELLE DACRUZ
Notary Public
State of Florida
Comm# HH436136
Expires 8/22/2027

SECTION 00455
CONTRACTOR'S CODE OF CONDUCT FORM

Contractors Code of Conduct

- **Courtesy and Respect:** It is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all.
- **Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on City property are not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from job site and/or reported to the Police Department.
- **Smoking**: Contractors and their employees are not permitted to smoke in or near any of the City Buildings.
- **Fraternization**: Contractors and their employees may not fraternize or socialize with City employees.
- **Appearance**: Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on City property. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. The City has the right to decide if such clothing is inappropriate.
- **Reporting**: The contractor is required to report any matter involving a violation of these rules of conduct to City. Any matter involving health or safety, including any altercations, should be reported to the City immediately.

The contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the project site and prohibited actions could result in the termination of any contract or agreement with the City.

Signature

John Barile, President
Title

June 4, 2026
Date

END OF SECTION

SECTION 00456
UNSATISFACTORY WORK - NONCOMPLIANCE

If at any time during the contract term, the services performed or work done by the contractor is considered by the City of New Port Richey to create a condition that threatens the health, safety or welfare of the community, the contractor shall, on being notified by the City of New Port Richey, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficient services or work by separate contract or with its own resources at the expense of the contractor and may terminate the contract immediately.

Contractor shall supervise, inspect, and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract document. Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures of construction. The City reserves the right to implement critical work schedules with time restraints as called out in the contract document.

At all times during the contract term and progress of work, the contractor shall assign a competent resident superintendent who shall not be replaced without notice to the City except under extraordinary circumstances. Contractor shall provide skilled labor for work performed.
Notwithstanding the above, the City of New Port Richey reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.



Signature

John Barile, President
Title

June 4, 2026
Date

END OF SECTION

E-Verify

SECTION 00460
E-VERIFY EMPLOYER FORM

Company ID Number: 2261223

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS
ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the EZ Contracting LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat.3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
   a. Notice of E-Verify Participation
   b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
   a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will

use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any

adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
ii. The employee's work authorization has not expired, and
iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5,

but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
   a. Automated verification checks on alien employees by electronic means, and
   b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to

individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

7. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

8. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

9. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

10. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
11. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
12. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    a. Scanning and uploading the document, or
    b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
13. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
14. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
15. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

3. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
4. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
5. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
6. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print) John Barile	Title President
Signature	Date June 4th 2026

Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

E-Verify

Employer Identification Number:				
North American Industry Classification Systems Code:				
Parent Company:				
Number of Employees:		Number of Sites Verified for:		
Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State: State: Number of sites:				
Sites:				
Information relating to the Program Administrator(s) for your Company on policy questions or operational problems: Name:				
Email Address:				
Telephone Number:		Fax Number:		

SECTION 00461
SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

IF YOUR BID/PROPOSAL IS $1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of New Port Richey in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria.

Authorized Signature

John Barile
Printed Name

President
Title

EZ Contracting LLC
Name of Entity/Corporation

STATE OF: Florida

COUNTY OF: Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, John Barile who, after first being sworn by me, affixed his/her signature in the space provided above on this 4th day of June 2026.

Danielle Dacruz
Notary Public
My commission expires: 8-22-2027

(Affix Seal)

DANIELLE DACRUZ
Notary Public
State of Florida
Comm# HH436136
Expires 8/22/2027

SECTION 00462
SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of New Port Richey in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

Authorized Signature

John Barile

Printed Name

President

Title

EZ Contracting LLC

Name of Entity/Corporation

STATE OF: Florida

COUNTY OF: Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, John Barile who, after first being sworn by me, affixed his/her signature in the space provided above on this 4th day of June 2026.

Notary Public

My commission expires: 8-22-2027

(Affix Seal)

DANIELLE DACRUZ
Notary Public
State of Florida
Comm# HH436136
Expires 8/22/2027

SECTION 00465
HUMAN TRAFFICKING AFFIDAVIT

NON-GOVERNMENTAL ENTITY: EZ Contracting LLC

ADDRESS OF NON-GOVERNMENTAL ENTITY: 5324 56th Commerce Park Blvd, Tampa, FL 33610

AUTHORIZED REPRESENTATIVE: John Barile

REPRESENTATIVE TITLE: President

John Barile, after being first duly sworn, deposes and states, upon personal knowledge and under penalty of perjury, as follows:

1. Affiant is the authorized representative of the above-named non-governmental entity, located at the address set forth herein and having the title referenced above.
2. Affiant has personal knowledge of the statements made in this affidavit and is duly authorized to make them on behalf of the non-governmental entity identified herein.
3. This affidavit is being given to the City of New Port Richey, Florida in accordance with Section 787.06 Florida Statutes in furtherance of an agreement between the above non-governmental entity and the City of New Port Richey, Florida.
4. Affiant hereby certifies that the non-governmental entity identified herein does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.
5. For purposes of this Affidavit, Affiant acknowledges that as used herein:
   a. The term "labor" means work of economic or financial value;
   b. The term "services" means any act committed at the behest of, under the supervision of, or for the benefit of another; and
   c. The term "services" includes, but is not limited to, forced marriage, servitude, or the removal of organs.
6. Affiant affirms that the non-governmental entity identified herein does not and has not engaged in any of the following acts of coercion:
   a. Using or threatening to use physical force against any person;
   b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
   c. 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;
   d. 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;

e. Causing or threatening to cause financial harm to any person;

f. Enticing or luring any person by fraud or deceit; or

g. Providing a controlled substance as outlined in Schedule I or Schedule II of s.893.03 to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NOT.

STATE OF: Florida

COUNTY OF: Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, John Barile who, after first being sworn by me, affixed his/her signature in the space provided above on this 4th day of June 20 26.

Notary Public
My commission expires: 8-22-2027

(Affix Seal)

DANIELLE DACRUZ
Notary Public
State of Florida
Comm# HH436136
Expires 8/22/2027

Florida Statue 787.06 Human trafficking.

(1)(a) The Legislature finds that human trafficking is a form of modern-day slavery. Victims of human trafficking are young children, teenagers, and adults. Thousands of victims are trafficked annually across international borders worldwide. Many of these victims are trafficked into this state. Victims of human trafficking also include citizens of the United States and those persons trafficked domestically within the borders of the United States. The Legislature finds that victims of human trafficking are subjected to force, fraud, or coercion for the purpose of sexual exploitation or forced labor.

(b) The Legislature finds that while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude, restaurant work, janitorial work, sweatshop factory work, and migrant agricultural work.

(c) The Legislature finds that traffickers use various techniques to instill fear in victims and to keep them enslaved. Some traffickers keep their victims under lock and key. However, the most frequently used practices are less obvious techniques that include isolating victims from the public and family members; confiscating passports, visas, or other identification documents; using or threatening to use violence toward victims or their families; telling victims that they will be imprisoned or deported for immigration violations if they contact authorities; and controlling the victims' funds by holding the money ostensibly for safekeeping.

(d) It is the intent of the Legislature that the perpetrators of human trafficking be penalized for their illegal conduct and that the victims of trafficking be protected and assisted by this state and its agencies. In furtherance of this policy, it is the intent of the Legislature that the state Supreme Court, The Florida Bar, and relevant state agencies prepare and implement training programs in order that judges, attorneys, law enforcement personnel, investigators, and others are able to identify traffickers and victims of human trafficking and direct victims to appropriate agencies for assistance. It is the intent of the Legislature that the Department of Children and Families and other state agencies cooperate with other state and federal agencies to ensure that victims of human trafficking can access social services and benefits to alleviate their plight.

(2) As used in this section, the term:

(a) "Coercion" means:

1. Using or threatening to use physical force against any person;

2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;

3. 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;

4. 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;

5. Causing or threatening to cause financial harm to any person;

6. Enticing or luring any person by fraud or deceit; or

7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

(b) "Commercial sexual activity" means any violation of chapter 796 or an attempt to commit any such offense, and includes sexually explicit performances and the production of pornography.

(c) "Financial harm" includes extortionate extension of credit, loan sharking as defined in s. 687.071, or employment contracts that violate the statute of frauds as provided in s. 725.01.

(d) "Human trafficking" means transporting, soliciting, recruiting, harboring, providing, enticing, maintaining, purchasing, patronizing, procuring, or obtaining another person for the purpose of exploitation of that person.

(e) "Labor" means work of economic or financial value.

(f) "Maintain" means, in relation to labor or services, to secure or make possible continued performance thereof, regardless of any initial agreement on the part of the victim to perform such type service.

(g) "Obtain" means, in relation to labor, commercial sexual activity, or services, to receive, take possession of, or take custody of another person or secure performance thereof.

(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

(i) "Sexually explicit performance" means an act or show, whether public or private, that is live, photographed, recorded, or videotaped and intended to arouse or satisfy the sexual desires or appeal to the prurient interest.

(j) "Unauthorized alien" means an alien who is not authorized under federal law to be employed in the United States, as provided in 8 U.S.C. s. 1324a(h)(3). The term shall be interpreted consistently with that section and any applicable federal rules or regulations.

(k) "Venture" means any group of two or more individuals associated in fact, whether or not a legal entity.

(3) Any person who knowingly, or in reckless disregard of the facts, engages in human trafficking, or attempts to engage in human trafficking, or benefits financially by receiving anything of value from participation in a venture that has subjected a person to human trafficking:

(a) 1. For labor or services of any child younger than 18 years of age or an adult believed by the person to be a child younger than 18 years of age commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

2. Using coercion for labor or services of an adult commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) Using coercion for commercial sexual activity of an adult commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(c) 1. For labor or services of any child younger than 18 years of age or an adult believed by the person to be a child younger than 18 years of age who is an unauthorized alien commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

2. Using coercion for labor or services of an adult who is an unauthorized alien commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(d) Using coercion for commercial sexual activity of an adult who is an unauthorized alien commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(e) 1. For labor or services who does so by the transfer or transport of any child younger than 18 years of age or an adult believed by the person to be a child younger than 18 years of age from outside this state to within this state commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

2. Using coercion for labor or services who does so by the transfer or transport of an adult from outside this state to within this state commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(f) 1. For commercial sexual activity who does so by the transfer or transport of any child younger than 18 years of age or an adult believed by the person to be a child younger than 18 years of age from outside this state to within this state commits a felony of the first degree, punishable by imprisonment for a term of years not exceeding life, or as provided in s. 775.082, s. 775.083, or s. 775.084.

2.Using coercion for commercial sexual activity who does so by the transfer or transport of an adult from outside this state to within this state commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(g) For commercial sexual activity in which any child younger than 18 years of age or an adult believed by the person to be a child younger than 18 years of age, or in which any person who is mentally defective or mentally incapacitated as those terms are defined in s. 794.011(1), is involved commits a life felony, punishable as provided in s. 775.082(3)(a)6., s. 775.083, or s. 775.084.For each instance of human trafficking of any individual under this subsection, a separate crime is committed and a separate punishment is authorized.

(4)(a) Any parent, legal guardian, or other person having custody or control of a minor who sells or otherwise transfers custody or control of such minor, or offers to sell or otherwise transfer custody of such minor, with knowledge or in reckless disregard of the fact that, as a consequence of the sale or transfer, the minor will be subject to human trafficking commits a life felony, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) Any person who, for the purpose of committing or facilitating an offense under this section, permanently brands, or directs to be branded, a victim of an offense under this section commits a second degree felony, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. For purposes of this

subsection, the term "permanently branded" means a mark on the individual's body that, if it can be removed or repaired at all, can only be removed or repaired by surgical means, laser treatment, or other medical procedure.

(5) The Criminal Justice Standards and Training Commission shall establish standards for basic and advanced training programs for law enforcement officers in the subjects of investigating and preventing human trafficking crimes. Every basic skills course required for law enforcement officers to obtain initial certification must include training on human trafficking crime prevention and investigation.

(6) Each state attorney shall develop standards of instruction for prosecutors to receive training on the investigation and prosecution of human trafficking crimes and shall provide for periodic and timely instruction.

(7) Any real property or personal property that was used, attempted to be used, or intended to be used in violation of this section may be seized and shall be forfeited as provided by the Florida Contraband Forfeiture Act. After satisfying any liens on the property, the remaining proceeds from the sale of any property seized under this section and owned by a defendant convicted of a violation of this section must first be allocated to pay any order of restitution of a human trafficking victim in the criminal case for which the owner was convicted. If there are multiple human trafficking victims in the criminal case, the remaining proceeds must be allocated equally among the victims to pay restitution. If the proceeds are sufficient to pay any such order of restitution, any remaining proceeds must be disbursed as required by s. 932.7055(5)-(9).

(8) The degree of an offense shall be reclassified as follows if a person causes great bodily harm, permanent disability, or permanent disfigurement to another person during the commission of an offense under this section:

(a) A felony of the second degree shall be reclassified as a felony of the first degree.

(b) A felony of the first degree shall be reclassified as a life felony.

(9) In a prosecution under this section, the defendant's ignorance of the victim's age, the victim's misrepresentation of his or her age, or the defendant's bona fide belief of the victim's age cannot be raised as a defense.

(10)(a) Information about the location of a residential facility offering services for adult victims of human trafficking involving commercial sexual activity, which is held by an agency, as defined in s. 119.011, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to such confidential and exempt information held by an agency before, on, or after the effective date of the exemption.

(b) Information about the location of a residential facility offering services for adult victims of human trafficking involving commercial sexual activity may be provided to an agency, as defined in s. 119.011, as necessary to maintain health and safety standards and to address emergency situations in the residential facility.

(c) The exemptions from s. 119.07(1) and s. 24(a), Art. I of the State Constitution provided in this subsection do not apply to facilities licensed by the Agency for Health Care Administration.

(11) A victim's lack of chastity or the willingness or consent of a victim is not a defense to prosecution under this section if the victim was under 18 years of age at the time of the offense.

(12) The Legislature encourages each state attorney to adopt a pro-prosecution policy for human trafficking offenses, as provided in this section. After consulting the victim, or making a good faith attempt to consult the victim, the state attorney shall determine the filing, nonfiling, or diversion of criminal charges even in circumstances when there is no cooperation from a victim or over the objection of the victim, if necessary.

(13) 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 as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

History.—s. 2, ch. 2004-391; s. 1, ch. 2006-168; s. 5, ch. 2012-97; s. 300, ch. 2014-19; s. 7, ch. 2014-160; s. 96, ch. 2015-2; s. 2, ch. 2015-147; s. 3, ch. 2016-24; s. 25, ch. 2016-105; s. 4, ch. 2016-199; s. 2, ch. 2020-49; s. 2, ch. 2021-189; s. 3, ch. 2023-86; s. 7, ch. 2024-184.

448.095 Employment eligibility.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Contractor" means a person or an entity that has entered or is attempting to enter into a contract with a public agency to provide labor, supplies, or services to such agency in exchange for salary, wages, or other remuneration.

(b) "Employee" means an individual filling a permanent position who performs labor or services under the control or direction of an employer that has the power or right to control and direct the employee in the material details of how the work is to be performed in exchange for salary, wages, or other remuneration. An individual hired for casual labor, as defined in s. 443.036, which is to be performed entirely within a private residence, is not an employee of an occupant or owner of a private residence. An independent contractor, as defined in federal laws or regulations, hired to perform a specified portion of labor or services is not an employee.

(c) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security which allows participating employers to electronically verify the employment eligibility of new employees.

(d) "Public agency" means any office, department, agency, division, subdivision, political subdivision, board, bureau, commission, authority, district, public body, body politic, state, county, city, town, village, municipality, or any other separate unit of government created or established pursuant to law, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

(e) "Subcontractor" means a person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

(f) "Unauthorized alien" means an individual who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. s. 1324a(h)(3). The term must be interpreted consistently with that section and any applicable federal rules or regulations.

(2) EMPLOYMENT VERIFICATION.—

(a) An employer shall verify each new employee's employment eligibility within 3 business days after the first day that the new employee begins working for pay as required under 8 C.F.R.s. 274a.

(b) 1. A public agency shall use the E-Verify system to verify a new employee's employment eligibility as required under paragraph (a).

2. Beginning on July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility as required under paragraph (a).

3. Each employer required to use the E-Verify system under this paragraph must certify on its

4. first return each calendar year to the tax service provider that it is in compliance with this section when making contributions to or reimbursing the state's unemployment compensation or reemployment assistance system. An employer that voluntarily uses the E-Verify system may also make such a certification on its first return each calendar year in order to document such use.

(c) If the E-Verify system is unavailable for 3 business days after the first day that the new employee begins working for pay and an employer cannot access the system to verify a new employee's employment eligibility, the employer must use the Employment Eligibility Verification form (Form I-9) to verify employment eligibility. The unavailability of the E-Verify system does not bar the employer from using the rebuttable presumption established in paragraph (4)(a). An employer must document the unavailability of the E-Verify system by retaining a screenshot from each day which shows the employer's lack of access to the system, a public announcement that the E-Verify system is not available, or any other communication or notice recorded by the employer regarding the unavailability of the system.

(d) The employer must retain a copy of the documentation provided and any official verification generated, if applicable, for at least 3 years.

(e) An employer may not continue to employ an unauthorized alien after obtaining knowledge that a person is or has become an unauthorized alien.

(f) An employee leasing company licensed under part XI of chapter 468 which enters into a written agreement or understanding with a client company which places the primary obligation for compliance with this section upon the client company is not required to verify employment eligibility of any new employees of the client company. In the absence of a written agreement or understanding, the employee leasing company is responsible for compliance with this section. Such employee leasing company shall, at all times, remain an employer as otherwise defined in federal laws or regulations.

(3) ENFORCEMENT.—

(a) For the purpose of enforcement of this section, any of the following persons or entities may request, and an employer must provide, copies of any documentation relied upon by the employer for the verification of a new employee's employment eligibility:

1. The Department of Law Enforcement;

2. The Attorney General;

3. The state attorney in the circuit in which the new employee works;

4. The statewide prosecutor; or

5. The Department of Commerce.

(b) A person or an entity that makes a request under paragraph (a) must rely upon the Federal Government to verify an employee's employment eligibility and may not independently make a final determination as to whether an employee is an unauthorized alien.

(4) DEFENSES.—

(a) An employer that uses the E-Verify system or, if that system is unavailable, the Employment Eligibility Verification form (Form I-9) as provided in paragraph (2)(c), with respect to the employment of an unauthorized alien has established a rebuttable presumption that the employer has not violated s. 448.09 with respect to such employment.

(b) An employer that uses the same documentation that is required by the United States Citizenship and Immigration Services on its Employment Eligibility Verification form (Form I-9) with respect to the employment of an unauthorized alien, has established an affirmative defense that the employer has not violated s. 448.09 with respect to such employment.

(5) PUBLIC AGENCY CONTRACTING.—

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

(6) COMPLIANCE.—

(a) In addition to the requirements under s. 288.061(6), beginning on July 1, 2024, if the Department of Commerce determines that an employer failed to use the E-Verify system to verify the employment eligibility of employees as required under this section, the department must notify the employer of the department's determination of noncompliance and provide the employer with 30 days to cure the noncompliance.

(b) If the Department of Commerce determines that an employer failed to use the E-Verify system as required under this section three times in any 24-month period, the department must impose a fine of $1,000 per day until the employer provides sufficient proof to the department that the noncompliance is cured. Noncompliance constitutes grounds for the suspension of all licenses issued by a licensing agency subject to chapter 120 until the noncompliance is cured.

(c) Fines collected under this subsection must be deposited into the State Economic Enhancement and Development Trust Fund for use by the department for employer outreach and public notice of the state's employment verification laws.

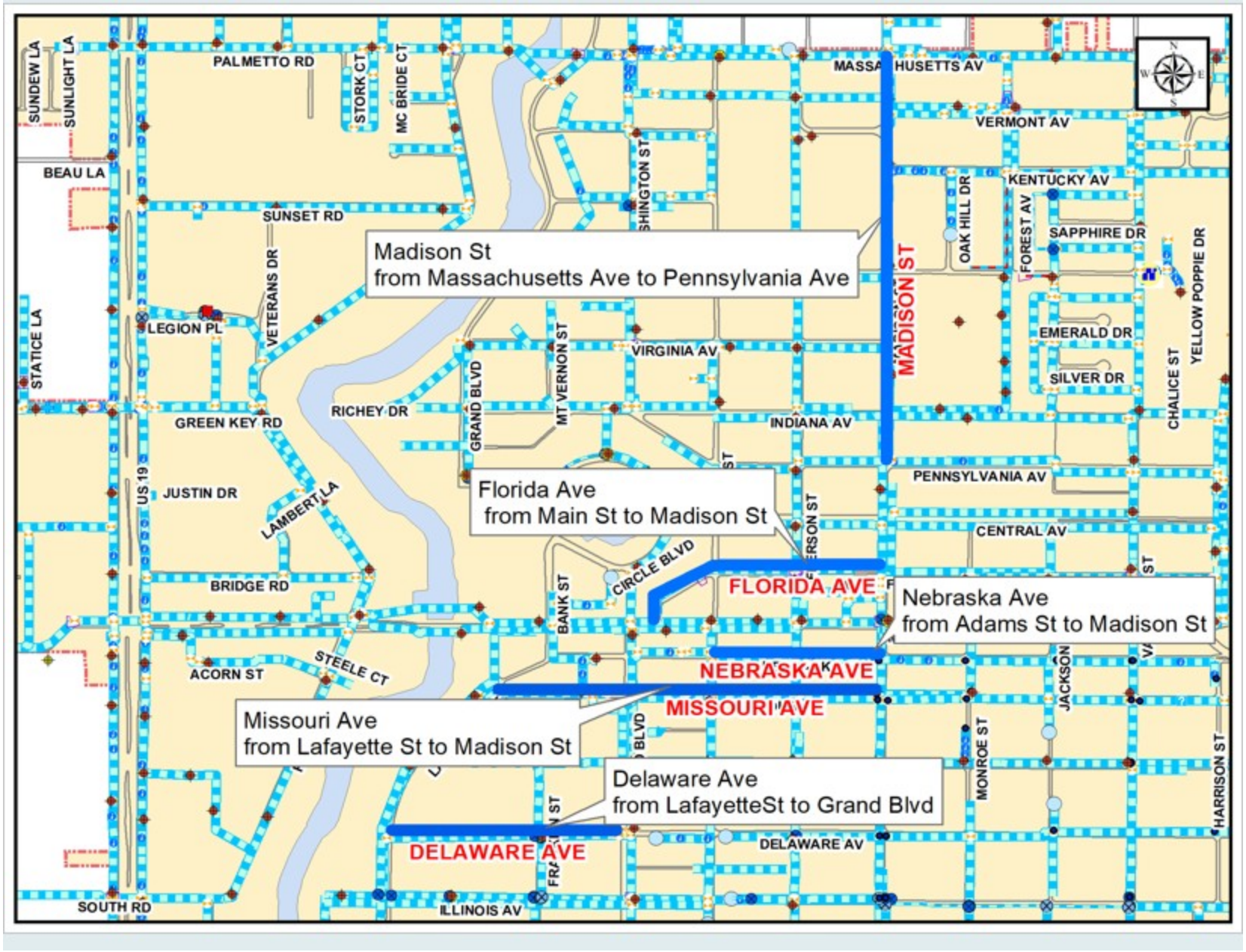
(7) CONSTRUCTION.—

(a) This section must be enforced without regard to race, color, or national origin and must be construed in a manner so as to be fully consistent with any applicable federal laws or regulations.

(b) The requirements to use the E-Verify system under this section do not apply in any federal fiscal year in which the system is not funded by the Federal Government.

(c) This section shall expire 60 days after the E-Verify system is no longer a pilot program, and the Federal Government requires the use of the E-Verify system by all employers in the United States.

History.—s. 2, ch. 2020-149; s. 7, ch. 2023-40; s. 218, ch. 2024-6.


Madison St
from Massachusetts Ave to Pennsylvania Ave
Florida Ave
from Main St to Madison St
Nebraska Ave
from Adams St to Madison St
Missouri Ave
from Lafayette St to Madison St
Delaware Ave
from LafayetteSt to Grand Blvd
MADISON ST
FLORIDA AVE
NEBRASKA AVE
MISSOURI AVE
DELAWARE AVE
PALMETTO RD
SUNSET RD
VERMONT AV
KENTUCKY AV
SAPPHIRE DR
EMERALD DR
SILVER DR
VIRGINIA AV
INDIANA AV
PENNSYLVANIA AV
CENTRAL AV
RICHEY DR
GREEN KEY RD
JUSTIN DR
BRIDGE RD
ACORN ST
STEELE CT
LEGION PL
VETERANS DR
LAMBERT LA
CIRCLE BLVD
BANK ST
GRAND BLVD
MT VERNON ST
OAK HILL DR
FOREST AV
CHALICE ST
YELLOW POPPIE DR
JACKSON
MONROE ST
HARRISON ST
DELAWARE AV
ILLINOIS AV
SOUTH RD
US 19
STATICE LA
BEAU LA
SUNDEW LA
SUNLIGHT LA
STORK CT
MC BRIDE CT

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

TO: City of New Port Richey City Council

FROM: Kevin Trapp, Parks and Recreation Department

DATE: July 7, 2026

RE: ITB26-017 Recreation and Aquatic Center Flat Roof Replacement Bid Award

REQUEST:
The staff request to the City Council is to review and consider approval of the bid in an amount not to exceed $331,450.00, and to award the project to 1st Class Roofing, Inc. for ITB26-017, Recreation and Aquatic Center Flat Roof Replacement Project.

DISCUSSION:
The flat roof at the Recreation and Aquatic Center, completed in May 2007, has served beyond its expected lifespan. As part of the City's preventive maintenance program, annual roofing inspections are conducted to monitor the condition of the facility's roofing infrastructure. The most recent inspection concluded that the flat roof has reached the end of its useful life and now requires replacement. The proposed project will replace the existing flat roof with a thermoplastic polyolefin (TPO) roofing system to ensure long-term durability and improved performance.

On March 13, 2026, bid proposals were opened for ITB26-017. A total of seven (7) bids were received. The bid amounts ranged from $740,500 (the high bid) to $331,450 (the low bid). City staff thoroughly reviewed all submitted bids and determined that the lowest bid, submitted by 1st Class Roofing, meets all listed bid specifications. The City is confident that 1st Class Roofing is qualified and capable of performing all of the work described in the bid documents and recommends that the City of New Port Richey award this project to them, in an amount not to exceed $331,450.00.

RECOMMENDATION:
Approval of the do not exceed bid amount of $331, 450.00 and award of the ITB26-017 to 1st Class Roofing, Inc. is recommended.

BUDGET/FISCAL IMPACT:
The project is included in the City's current Capital Improvement Program, and funds are identified as Penny for Pasco Tax Dollars.

ATTACHMENTS:
- Inspection Report
- ITB26-017 RAC Flat Roof Replacement Bid Tabulation and Minutes.pdf
- 1st Class Roofing, Inc Bid Documents

- Bid Recommendation Memo Letter.pdf

Apr 3, 2025 - 8:36AM

EXPERIENCE MATTERS.
ADVANCED ROOFING INC
ESTABLISHED 1983

Management Report



City of New Port Richey
Parks of Recreation of New Port Richey
6630 Van Buren Street, New Port Richey, FL

Prepared For
City of New Port Richey

Powered By
ADVANCED ACCESS
ONLINE ROOF MANAGEMENT PORTAL

Advanced Roofing, Inc - Tampa
1950 NW 22nd Street
Fort Lauderdale FL 33311
P: 813-885-5811
advancedroofing.com
License: CCC024413 Tax ID 59-2360591

Parks of Recreation of New Port Richey
6630 Van Buren Street
New Port Richey, FL 34653

Site Overview



Total Sections: 1
Total Sq Ft: 13,005

Map	Name	Sq Ft	Est Install	Grade
1	Section 1	13,005	2007	D

Parks of Recreation of New Port Richey
6630 Van Buren Street
New Port Richey, FL 34653



Composition

Section:	Section 1
Size:	13005
Overall Grade:	D
Inspection Date:	04/03/2025
Inspector:	Scott Reish



Core Sample Wet-2 Roofs
Concrete deck
3" Iso
2" Perlite
2" Mod Bit & Underlayments

Core is from low point



Core Cover

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Observations

Section:	Section 1
Size:	13005
Overall Grade:	D
Inspection Date:	04/03/2025
Inspector:	Scott Reish


Overview 1


Overview 2


Overview 3


Overview 4

Parks of Recreation of New Port Richey
6630 Van Buren Street
New Port Richey, FL 34653



Observations (continued)

Section: Section 1
Size: 13005
Overall Grade: D

Inspection Date: 04/03/2025
Inspector: Scott Reish



Overview 5



Overview 6



Overview 7



Debris

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Observations (continued)

Section: Section 1
Size: 13005
Overall Grade: D

Inspection Date: 04/03/2025
Inspector: Scott Reish



Debris



Debris



Debris

Parks of Recreation of New Port Richey
6630 Van Buren Street
New Port Richey, FL 34653



Deficiencies

Section: Section 1
Size: 13005
Overall Grade: D

Inspection Date: 04/03/2025
Inspector: Scott Reish



General - BUDGET NUMBER ONLY (Remedial)
Quantity: 15500 Sq Ft
Deficiency:
Roof is close to the end of its life expectancy.
Corrective Action:
Remove system down to concrete deck and discard.
Install new Fully adhered insulation with a Taper system and crickets for proper water drainage thru scuppers.
Install all new Coping cap, counterflashing, and drip edge with metal that matches existing.(Green color will be as close as possible where needed)
Install new 60 Mill Carlisle TPO fully adhered system with a 20 yr warranty.
All downspouts that are connected to wall will be removed and reinstalled after wall flashing is done.
An area of the parking lot will be blocked off for placement of dumpsters for the duration of this project.
A lull will be onsite for removal of trash and will need a path to dumpster location for the duration of the project.
A manlift will be onsite for access to outside of scuppers for proper sealing.
Repair Cost:
$684,200.00

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Summary

Section:	Section 1
Size:	13005
Overall Grade:	D
Inspection Date:	04/03/2025
Inspector:	Scott Reish

Condition Summary

Membrane:	D
Flashings:	D
Sheet Metal:	D
Overall:	D

Estimated Replacement: 2027

Recommendations
Remove debris from roof system.

Estimated Repair Costs: $684,200.00

Estimated Replacement Costs: $684,200.00

Overall Grade
A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining

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Summary

Section:	Section 1
Size:	13005
Overall Grade:	D
Inspection Date:	04/03/2025
Inspector:	Scott Reish

1 - Section 1 (13,005 Sq Ft) Grade D

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
BUDGET NUMBER ONLY	15500 Sq Ft		$684,200.00		
Full Replacement	13,005 Sq Ft			$684,200.00	
Total		$0.00	$684,200.00	$684,200.00	$0.00

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Budget Matrix
Parks of Recreation of New Port Richey
New Port Richey, FL
13005 Sq Ft

Overall Grade
A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining



1 - Section 1 (13,005 Sq Ft) Grade D
Projected Replacement: 2027

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
BUDGET NUMBER ONLY	15500 Sq Ft		$684,200.00		
Full Replacement	13,005 Sq Ft			$684,200.00	
Total		$0.00	$684,200.00	$684,200.00	$0.00

	Emergency	Remedial	Replacement	Coating
Budget Totals	**$0.00**	**$684,200.00**	**$684,200.00**	**$0.00**

Advanced Roofing, Inc - Tampa
1950 NW 22nd Street
Fort Lauderdale FL 33311
P: 813-885-5811
advancedroofing.com
License: CCC024413 Tax ID 59-2360591

Apr 3, 2025 - 8:36AM

Advanced Roofing, Inc - Tampa
1950 NW 22nd Street Fort Lauderdale, FL 33311
City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

PROPERTY:
Parks of Recreation of New Port Richey
6630 Van Buren Street
New Port Richey, FL



Deficiency	Qty	Emergency	Remedial
BUDGET NUMBER ONLY	15500 Sq Ft	$0.0	$684,200.00
Total		$0.00	$684,200.00

☐ Emergency	$0.00
☐ Remedial	$684,200.00

1 - Payment terms: Due upon receipt

Signature: _____ Date: _____ $ _____

Printed Name: _____ PO # _____

Contract Terms & Conditions

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred

to as "Advanced":

NO GUARANTEE: Advanced guarantees to do its work on time and on budget and in a workmanlike manner. However, no guarantee or warranty is issued against further or future leakage. It is often necessary to make multiple repairs to attempt to stop the roof from leaking, and depending upon the condition of the roof, what is required is beyond the scope of a repair and only a re-roof will provide a lasting fix. Owner agrees that repairs are limited to the scope described in this Contract. Photographs of the job site will be taken before and after the work is completed and the jobsite will be left in a neat and clean condition.

UNFORESEEN CONDITIONS: In the event that unforeseen conditions arise that were not apparent upon visual inspection, Advanced will promptly advise Owner of same and either perform such additional work on a time and material basis, over the price stated in this contract unless otherwise agreed to in writing between the parties.

PAYMENT: Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. Owner agrees that, if requested to do so by Advanced, Owner shall complete a credit application authorizing Advanced to investigate the credit worthiness, credit history and/or financial responsibility of Owner. If Advanced in its sole discretion is not satisfied with Owner's current or future ability to pay, or Owner fails to complete a credit application, Advanced may terminate this contract without penalty. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced or ARI Insurance, Inc. Any release, lien waiver or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced's right to payment is not contingent upon the acceptance of work done by others and over which Advanced has no control. The prevailing party in any litigation, arbitration or mediation relating to this agreement shall be entitled to recover its reasonable attorneys' fees from the other party for all matters, including, but not limited to appeals. Broward County, Florida, shall be proper venue for any litigation involving this agreement. Interest shall be due on all amounts not paid within 30 days of the date due at eighteen percent per annum from the date payment was due. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this Agreement and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this Agreement in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice.

OWNER RESPONSIBILITIES: Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes, solar system equipment, HVAC or other property or equipment which interferes with the roof repair work and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Owner shall provide the staging area and cooperate to inform and assist in preventing people, vehicles or equipment from entering that area or any area under construction. Owner shall notify all persons who occupy the property of the work and shall provide them with any instructions provided to Owner from Advanced. This may require certain portions of the building or parking areas to be closed for a limited period which Advanced will use its best efforts to minimize.

LEAKS: Advanced will repair any work performed by it which is defective. Owner agrees that Advanced is not liable for leaks which occurred before or occur after the work of this contract is performed. The parties agree that the scope of repair is limited and there is no guarantee that it will stop or prevent future leaks.

PRICES QUOTED ARE FOR GALVANIZED flashing, eves drip and gravel stop unless otherwise specified.

RISK OF DAMAGE: It can be expected that the work will cause vibration, which could cause damage to the building or its contents. The Owner is in the best position to secure said property or, in the case of others who occupy interior units, to advise them of the need to do so. Advanced does not assume any risk and shall not be held liable for damage to stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks or soffit repair or replacement. Additionally, Advanced shall not be liable for damage to parked vehicles or property

located in or about the staging area assigned for its use, or for any damage or injury for respiratory problems which may result from the odors associated with its work. The Owner shall advise its tenants and employees of these risks and concerns and take such action as it deems reasonable.

DELAYS: Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

BREACH: In the event Owner terminates or breaches this contract Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

NO ORAL PROMISES: There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

LIMITATION OF LIABILITY: Advanced is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system repaired per this Contract, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR
A PARTICULAR PURPOSE. Advanced 's exclusive responsibility and liability under this warranty is to repair any additional leaks which result from its own faulty repair work. Advanced shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is it sole remedy notwithstanding the type or category of damages claimed. Under any circumstance, Advanced will not be liable for any personal injury claims, or claims for consequential damages to the structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

Proposal Expiration Date: Apr 17, 2025

Contract Terms & Conditions

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as "Advanced":

GUARANTEE: Unless otherwise provided in the body of this contract, re-roofing jobs are guaranteed for one year, the premium for which is included in the contract amount. The guarantee covers any defect in workmanship or in materials supplied by Advanced which cause a leak to the premises. The guarantee does not cover actions beyond the control of Advanced, including but not limited to windstorms, hurricanes, tornados, lightning, plant or animal life, such as termites, damage caused by Owner or other parties, or work done by parties not under the control of Advanced. Mechanical and electrical modifications are not part of Advanced 's responsibility unless included in the scope of work otherwise described herein. Advanced's total liability under this guarantee shall not exceed the lesser of (a) the cost to return the roof to a watertight condition or (b) the contract amount paid to Advanced pursuant to the terms of this contract. In no event shall Advanced's liability under this contract extend to consequential damages. Claims made under this guarantee shall be made to ARI Insurance, Inc. c/o Advanced Roofing, Inc. Advanced is authorized to photograph the property in order to determine the scope of services, marketing, or other purposes associated with the project.

PERMITS: Unless otherwise expressly stated in the body of this contract, Owner acknowledges and agrees that this proposal is based on the assumption that the work stated herein is exempt from permit requirements and, as such, permit costs are excluded from this proposal. In the event a permit is required or becomes necessary, Owner agrees to reimburse Advanced Roofing for the actual cost of the permit, plus any incidental fees including but not limited to the recording of a notice of commencement and re-inspection fees. Owner shall cooperate with Advanced Roofing in the execution of any documentation required for the issuance of a permit. Owner hereby waives and releases Advanced Roofing from and against all claims arising from or relating to the failure to obtain a permit for the work covered by this Agreement.

CLAIMS: All claims for nonfulfillment of the contract shall be made within 30 days from completion of the work. Advanced reserves the right to correct any condition for which it is responsible including damage to other property. In the event others repair or attempt to repair any problem with the work done by Advanced, unless authorized by Advanced in writing, all guarantees and warranties associated with this project shall be void and of no other further force and effect. Advanced shall not be liable for any cost of work or repairs to its work done by others unless previously authorized by Advanced in writing.

PAYMENT: Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. Owner agrees that, if requested to do so by Advanced, Owner shall complete a credit application authorizing Advanced to investigate the credit worthiness, credit history and/or financial responsibility of Owner. If Advanced in its sole discretion is not satisfied with Owner's current or future ability to pay, or Owner fails to complete a credit application, Advanced may terminate this contract without penalty. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced or ARI Insurance, Inc. Any release, lien waiver or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced's right to payment is not contingent upon the acceptance of work done by others and over which Advanced has no control. Interest shall accrue at eighteen percent per annum on all amounts not paid within 30 days of the date payment was due. All payments made via credit card or debit card are subject to a three percent (3%) processing fee.

UNFORESEEN CONDITIONS: This proposal is limited to the scope of work described and does not include structural issues which may be discovered during the course of the work. In the event that unforeseen conditions arise that were not apparent upon visual inspection, such additional work shall be performed on a time and material basis over the price stated in this contract. Examples of conditions which will be considered an unforeseen condition giving rise to an increase in the cost of the job would be the discovery of additional roofs during tear-off; or that the original roof was solidly mopped to the deck; deck replacement; deck securement/fastening; deck minimum gauge or deck conditions requiring repair beyond proposal allowance, or any other condition that Advanced should not reasonably have anticipated from visual inspection and included in the price provided for in the contract. It is recommended that a structural engineer inspect the roof deck.

OWNER RESPONSIBILITIES: Unless otherwise provided for in the body of this contract, Owner is responsible for any of the following conditions: Asbestos testing and removal expenses, if any; wind uplift and moisture testing if required; engineering and attachment or enhancement of the existing/proposed roof deck system and any structural component of the building; the condition of the existing/proposed deck slope, structural integrity of the deck, method of attachment of the deck, buried conduits, and equipment below the deck or any other structural deficiencies which may contribute to preventing positive drainage on the roof surface; Waterproofing of the building envelope, including windows, doors, or other areas outside the scope of work performed by Advanced. Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes or other property or equipment which interferes with the reroofing of the property and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Customer/Owner acknowledges that during the course of the roof removal process it is possible for small amounts of debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process.

PRE-CONSTRUTION INSPECTION/LEAKS: Roofs ready for replacement are generally leaky and holding water which may, through no fault of Advanced, leak into the building during the course of the re-roofing process. Advanced shall use best roofing practices to minimize the risk of leaks but owner agrees not to hold it liable for leaks not directly caused as a result of negligent practices. Additionally, interior damage generally pre-exists commencement of the re-roofing project. Owner agrees to provide access to all interior areas and top floor units in order for the parties to document pre-existing damage. The risk is upon Owner, who agrees to indemnify and hold Advanced harmless, against any claim by Owner or any other party seeking to hold Advanced liable for damages where Advanced was not provided access during its pre-construction inspections to the areas in question. Owner also shall have the responsibility to notify its residents of the steps that must be taken to protect their property, which will be contained in the Start-Up letter provided by Advanced. Owner shall also provide the staging area and cooperate to inform and assist in preventing residents or others from entering that area or any area under construction.

PRICES QUOTED ARE FOR GALVANIZED flashing, eves drip and gravel stop unless otherwise specified.

UPLIFT STANDARDS: All roofing systems will be installed in accordance with both the manufacturer's specifications and building code. Advanced does offer uplift guarantees but unless otherwise specified in this proposal post installation pressures are not guaranteed.

EXISTING PROPERTY OR EQUIPMENT: Unless otherwise specified in this contract, Advanced shall not be liable for damage to property or equipment, including signs, lighting fixtures, antennas, satellite dishes or other equipment at the property which is reasonably at risk from the work performed by Advanced. Any expenses incurred by Advanced to protect said property shall be paid for by Owner.

RISK OF DAMAGE: It can be expected that the work will cause vibration, which could cause damage to the building or its contents. The Owner is in the best position to secure said property or, in the case of others who occupy interior units, to advise them of the need to do so. Advanced does not assume any risk and shall not be held liable for damage to stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks or soffit repair or replacement. Additionally, Advanced shall not be liable for damage to parked vehicles or property located in or about the staging area assigned for its use, or for any damage or injury for respiratory problems which may result from the odors associated with its work. The Owner shall advise its tenants and employees of these risks and concerns and take such action as it deems reasonable.

DELAYS: Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, material shortages, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. In the event Advanced must remobilize as a result of any action for which the Owner is responsible, or due to weather or other conditions not the responsibility of Advanced, Advanced shall be entitled to an increase of the contract price attributed thereto. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

MATERIAL PRICE CHANGES: Due to extreme volatility in material prices, if, subsequent to the execution of this contract, there is an increase in the price of tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, fasteners, or other materials necessary for the completion of the Work, the Contract Price shall be equitably adjusted to reflect the additional cost. Advanced will provide written documentation reflecting the increased charges. A fuel surcharge may be added if the price of fuel increases by more than 5% between the time the contract is signed and commencement.

BREACH: In the event Owner terminates or breaches this contract, or if a condition attributable to Owner or Owner's property arises that prevents Advanced from fulfilling the contract, Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

DISPUTES: The prevailing party in any litigation, arbitration or mediation arising out of or relating to this contract shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, at both the trial level and on appeal. Broward County, Florida, shall be the sole and exclusive venue for any litigation arising from or relating to this contract. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this contract and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this contract in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice.

NO ORAL PROMISES: There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

LIMITATION OF LIABILITY: Advanced Roofing is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. Advanced Roofing shall have no obligation under this Contract until all bills for installation, service, and materials have been paid for in full. The Owner will, at its expense initiate an ongoing maintenance program to include keeping all pitch pans filled with mastic, maintaining caulk or sealant around all roof penetrations, cap metal, cover plates, gravel stops, counterflashings, termination bars, exterior scuppers, gutters, down spouts and leader heads, and keeping the roof free of vegetation, trash and debris and such other miscellaneous items necessary to maintain the serviceability of the roofing system. If this roofing system is covered under a manufacturer's Warranty, Advanced is not liable for the provisions thereof. The warranty and liability of Advanced Roofing shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by Advanced Roofing.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED ROOFING, INC. DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY.

Advanced Roofing's exclusive responsibility and liability under this warranty has been transferred to ARI Insurance, Inc. and, in the case of a new roof, to make repairs that may be necessary to maintain the roofing system in a watertight condition for the length of Advanced Roofing's warranty period; and in the case of a repair, to repair any additional leaks which result from faulty repair work done by Advanced Roofing. (Owner acknowledges that leaks may come from more than one possible source and that Advanced Roofing does not guarantee that it's repair will stop leaks not associated with the area repaired by it.) Advanced Roofing shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is it sole remedy notwithstanding the type or category of damages claimed. Under any circumstance, Advanced Roofing will not be liable for any personal injury claims, or claims for consequential damages to the structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced Roofing, Inc.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

TO: Debbie L. Manns, City Manager
FROM: Judy Meyers, City Clerk
CC: Colin Eichenmuller, Public Works Director
Kate Wendt, Sr. Administrative Assistant
DATE: March 13, 2026
RE: Bid Opening: ITB26-017 RAC Flat Roof Replacement

Bids for ITB26-017 RAC Flat Roof Replacement were received by 2:00 p.m. on Thursday, March 12, 2026. The bid opening took place on March 13, 2026 at 2:00 p.m. in City Hall Council Chambers.

Present were Parks and Recreation Director Kevin Trapp, Sr. Administrative Assistant Kate Wendt and City Clerk Judy Meyers.

Bids were announced and opened from the following entities:

BIDDERS	BID
1st Class Roofing, Inc. 1815 Thornhill Rd., Suite 301S Auburndale, FL 33823	$331,450
4 Star General Contracting, Inc. 1111 N. 34th St., #310 Tampa, FL 33605	$419,065
CMM Roofing, Inc. 2 Magnolia Court Medford, NJ 08055	$385,745
Dauntless Roofing Systems 1404 Epiphany Way, Suite Q-101 Trinity, FL 34655	$542,400
George Kontos Roofing, Inc. 207 S. Levis Ave. Tarpon Springs, FL 34689	$740,500
Next Dimension Construction, Inc. 13624 S. US Highway 441 Summerfield, FL 34491	$441,167.90
SC Signature Roofing Corp. 8530 Oreto Dr. Port Richey, FL 34668	$699,300

The apparent low bidder was 1st Class Roofing, Inc. with a total bid of $331,450. The bid opening concluded at 2:09 p.m.

BID ITEM: Recreation and Aquatic Center Flat Roof Replacement
BID NUMBER: ITB26-017
BID OPENING: March 12, 2026 at 2:00 p.m., City Council Chambers
DEPARTMENT: Public Works

NUMBER OF BIDS: 7

BIDDERS	BID	NON-COLLUSION	PUBLIC ENTITY	DRUG FREE
1st Class Roofing, Inc. 1815 Thornhill Rd., Suite 301S Auburndale, FL 33823	$331,450	✓	✓	✓
4 Star General Contracting, Inc. 1111 N. 34th St., #310 Tampa, FL 33605	$419,065	✓	✓	✓
CMM Roofing, Inc. 2 Magnolia Court Medford, NJ 08055	$385,745	✓	✓	✓
Dauntless Roofing Systems 1404 Epiphany Way, Suite Q-101 Trinity, FL 34655	$542,400	✓	✓	✓
George Kontos Roofing, Inc. 207 S. Levis Ave. Tarpon Springs, FL 34689	$740,500	✓	✓	✓
Next Dimension Construction, Inc. 13624 S. US Highway 441 Summerfield, FL 34491	$441,167.90	✓	✓	✓
SC Signature Roofing Corp. 8530 Oreto Dr. Port Richey, FL 34668	$699,300	✓	✓	✓

Only offers received timely as of the deadline for receipt of bid are accepted. All others submitted in response to this solicitation, if any, are hereby rejected as late.

WITNESSED BY:

1st CLASS ROOFING, INC.
WE'RE ON TOP OF WHAT MATTERS MOST

Date: **March 12, 2026**

To: **City of New Port Richey**
Re: Bid Submission – **ITB 26-017**

Dear Evaluation Committee,

On behalf of **1st Class Roofing, Inc.**, we are pleased to submit our bid for the above-referenced project.

With over 16 years of experience serving Florida communities, 1st Class Roofing is a family-owned and operated contractor specializing in commercial and residential roofing systems. Our team brings extensive expertise in shingle, metal, tile, modified bitumen, and specialty roofing systems, along with a strong commitment to safety, quality craftsmanship, and on-time project delivery.

We have carefully reviewed all bid documents and included all required forms, certifications, and supporting documentation as outlined in the solicitation. We understand the importance of meeting project specifications, budget requirements, and schedule expectations, and we are committed to delivering work that exceeds those standards.

We appreciate the opportunity to be considered for this project and look forward to the possibility of working with you. Should you require any additional information or clarification, please do not hesitate to contact our office.

Sincerely,

Dovonna Roberts

Dovonna Roberts
President
1st Class Roofing, Inc.

1ST CLASS ROOFING INC CORPORATE SEAL 10/07/2013 FLORIDA

1st CLASS ROOFING, INC.
WE'RE ON TOP OF WHAT MATTERS MOST

SECTION 00400
BID FORM

PROJECT ID: Recreation and Aquatic Center Flat Roof Replacement

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of New Port Richey
City Clerk's Office
5919 Main Street
New Port Richey, Florida 34652
Bid Number: ITB 26-017

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
ONE	March 5, 2026

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder certifies Bidder's authority and qualification to do business in the state where the Project is located, that the Bidder is a state-certified Contractor in good standing and holds current registration with the Florida Construction Industry Licensing Board of the Florida Department of Professional Regulation, that the type of license is in a class that authorizes the Bidder to perform the general nature of the construction to be performed on this project, and that the Bidder's State Contractor's license number for the state of the project is shown on the Bid form.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

City of New Port Richey

Recreation and Aquatic Center Flat Roof Replacement

Bid Form

Bid Item No.	Description of Items (With Price Bid in Words)	Estimated Quantities	Unit	Unit Cost (In Figures)	Item Cost (In Figures)
1	**Mobilization and Demobilization** Sum Written: Nine Thousand Five Hundred	1	LS	$9,500	$9,500
2	**Environmental Protection** Sum Written: Four Thousand Five Hundred	1	LS	$4,500	$4,500
3	**Removal**				
3.1	Removal of existing system to concrete deck, all existing conductor heads, downspouts, and lightning detection system tension wire. Sum Written: Thirty -Eight Thousand Seven Hundred Seventy-Five	16,500	Sq. Ft.	$2.35	$38,775

4	**Installation of new flat roof system**				
4.1	Install new fully adhered insulation with Taper System Sum Written: Seventy-Eight Thousand, Three Hundred Seventy-Five	16,500	Sq. Ft.	$4.75	$78,375
4.2	Install all new coping, coping caps, counterflashing, drip edge, wall flashings, scuppers, downspouts, and conductor heads to match existing color. Re-install and secure lightning detection system tension wiring to original condition. Sum Written: Sixty-One Thousand	1	LS	$61,000	$61,000
4.3	Install new fully adhered 60 Mil GAF manufactured or an agreed upon equal or better product TPO roofing system mechanically fastened Sum Written: Sixty-Nine Thousand Three Hundred	16,500	Sq. Ft.	$4.20	$69,300
5	**Allowance for Extra Work Authorized by Owner** Sum Written: SEVENTY THOUSAND	1	LS	70,000	70,000
TOTAL PROJECT BASE BID (Amount Written in Figures):		1		$ -	$331,450
TOTAL PROJECT BASE BID (Amount Written in Words): Three-Hundred Thirty-One Thousand Four Hundred Fifty Dollars and no cents					

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all Unit Price Bid items will be based on actual quantities satisfactorily provided in accordance with the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **60** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **90** calendar days after the date when the Contract Times commence to run.

6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a part of this Bid:

A. Bid security in the form of a certified check or Bid Bond (Section 00430).

B. Tabulation of Subcontractors and Suppliers (Section 00431).

C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

D. Contractor's License No.: CCC1327267.

E. Florida Trench Safety Act Certification (Section 00440).

F. Construction Contractor's Qualification Statement for Engineered Construction (Section 00450).

G. Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).

H. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).

I. No collusion Affidavit (Section 00453).

J. Drug-Free Workplace Certificate (Section 00454).

K. Contractor's Code of Conduct Form (Section 00455).

L. Unsatisfactory Work- Noncompliance (Section 00456)

M. E-Verify (Section 00460)

N. Scrutinized Companies and Business Operations with Cuba and Syria (Section 00461)

O. Scrutinized Companies that Boycott Israel List Certification Form (Section 00462)

P. Human Trafficking Affidavit (Section 00465)

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by: **1st Class Roofing, Inc.** If Bidder is:

An Individual

Name (typed or printed): **N/A**

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: **N/A**

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: **1st Class Roofing, Inc.** (SEAL)

State of Incorporation: **Florida**

Type (General Business, Professional, Service, Limited Liability): _____

By: Dovonna J. Roberts
(Signature -- attach evidence of authority to sign)

Name (typed or printed): **Dovonna J. Roberts**

Title: **President**
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Florida is **10 / 07 / 2013**

A Joint Venture

Name of Joint Venture: **N/A**

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____ (Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 1815 Thornhill Rd, Suite 301 S
Auburndale, FL 33823

Phone No. 863-324-4043 Fax No. _____

E-mail Admin1@1stclassroofing.com

SUBMITTED on March 12, 20 26.

State Contractor License No. CCC1327267

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
1ST CLASS ROOFING, INC.

Filing Information

Document Number	P13000082093
FEI/EIN Number	46-3815585
Date Filed	10/07/2013
State	FL
Status	ACTIVE

Principal Address

1815 Thornhill Rd.,
Suite 301S
Auburndale, FL 33823

Changed: 01/07/2022

Mailing Address

P.O. Box 822
Auburndale, FL 33823

Changed: 02/18/2026

Registered Agent Name & Address

ROBERTS, DOVONNA J
103 Lake Arietta Ct
Auburndale, FL 33823

Address Changed: 01/06/2025

Officer/Director Detail

Name & Address

Title P

Roberts, Dovonna J
103 Lake Arietta Ct
Auburndale, FL 33823

Title VP

Evidence of Authority to Sign

00430

Bid Security Form (Florida Bid Bond)

BOND NO. N/A BID

AMOUNT: $ 5% of amt bid

KNOW ALL MEN BY THESE PRESENTS, that 1st Class Roofing, Inc.

hereinafter called the PRINCIPAL, and Old Repulic Surety Company
a corporation duly organized under the laws of the State of Wisconsin, having its principal place of business at 18500 W Corporate Drive, Suite 170, Brookfield, Wisconsin 53045 in the State of Wisconsin

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto the **City of New Port Richey** of the State of Florida, represented by its Council, hereinafter called the OBLIGEE, in the sum of DOLLARS ($ Five Percent of Amount Bid
$5% of amt bid), for

the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the **City of New Port Richey** for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications,entitled:

New Port Richey Recreation and Aquatic Center Flat Roof Replacement

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of **5** percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within **30** consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within **30** consecutive calendar days after written notice of such acceptance, enters into a written Contract with the **City of New Port Richey** and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the **City of New Port Richey** and the Surety herein agrees to pay said immediately upon demand of the

Five Percent of Amount Bid ($5% of amt bid) in good and lawful money of the United States of America, as liquidated damages for failure thereof said PRINCIPAL.

BID SECURITY FORM (FLORIDA BID BOND)

Signed and sealed this 12th day of March, 2026.

1st Class Roofing, Inc.
PRINCIPAL

Doronna J Roberts
By

Doronna J Roberts, President
Typed Name & Title

Old Republic Surety Company
SURETY

By - (Attorney-In-Fact)
and Florida Licensed Resident Agent

Kevin Richard Wojtowicz
Typed Name & Title

* * * *

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: RYAN SCHMIDT, STACEY LEA SHANKLE, NADYA RODRIGUEZ, BRETT M. ROSENHAUS, CONNIE RUSSELL, DIANE L. SCHLABIG, PATRICIA L. SCHMALTZ, MARY JANE SILCOX, BROOK T. SMITH, SUSAN D. SOLTYSIAK, GREG TOBER, DAVID D. VIOLA, KRIS KELLY WALTERS, DEBBIE WEIGEL, JEAN-PAUL ZICCARDI, DYLENE ZIEMBA MARTIN HENRY WATSON, GERT-JAN VREMAN, REBECCA USCATEGUI, MATTHEW T. SMITH, TAYLOR ROSENHAUS, KEVIN RICHARD WOJTOWICZ of LEESBURG, FL its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, *(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)*, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of February, 2025.

OLD REPUBLIC SURETY COMPANY

Karen J Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of February, 2025, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrume

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3071

Signed and sealed at the City of Brookfield, WI this 12th day of March 2026.

Karen J Haffner
Assistant Secretary

ORSC 22262 (3-05)

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	SUBCONTRACTOR OR SUPPLIER AND ADDRESS	**CLASS OF WORK OR MATERIAL**
(1)	**SunCoast Roofers Supply** **2005 42nd St NW, Winter Haven, FL 33881** **(407) 362-9008**	**Roof System & Sheet Metal Supplier**
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		

BIDDER: **1st Class Roofing, Inc.**

By: Dovonna J. Roberts

Name: **Dovonna J. Roberts**

Title: **President**

Date: **3/12/2026**

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90- 96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	Cost
1. Trench Safety Act Compliance	$ 0
2. Special Shoring	$ 0

Identify method of compliance for Item #1: N/A

Identify or attach a copy of Special Shoring Requirements for Item #2: N/A

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: 1st Class Roofing, Inc.

By: Dovonna J. Roberts

Name: Dovonna J. Roberts

Title: President

Sworn to and subscribed before me this 12th day of March, 20 26.

Flor Gutierrez
Notary Public

My Commission Expires: 10/1/2029

FLOR GUTIERREZ
Notary Public - State of Florida
Commission # HH 726851
My Comm. Expires Oct 1, 2029
Bonded through National Notary Assn.

SECTION 00450
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION

This qualification statement was developed by AGC of America in cooperation with the Engineers Joint Contract Documents Committee (EJCDC) which recommend its use as a suggested generic prequalification statement or a contract-specific qualification statement. In the latter case, the owner or engineer may wish to make appropriate supplemental inquires.

The Engineers Joint Contract Documents Committee consists of representatives of the following organizations:

National Society of Professional Engineers
American Consulting Engineers Council
American Society of Civil Engineers
Construction Specifications Institute

Submitted by:

Name of Organization	**1st Class Roofing, Inc.**
Name of Individual	**Dovonna J. Roberts**
Title	**President**
Address	**1815 Thornhill Rd, Suite 301 S** **Auburndale FL 33823**
Telephone	**863-324-4043**

AGC DOCUMENT NO. 220 CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION, *re_* 1990, The Associated General Contractors of America.

Submitted to:

Name **City of New Port Richey**

Address **5919 Main Street, New Port Richey FL 34652**

Telephone

Project Name and Description (if applicable)

Recreation and Aquatic Center Flat Roof Replacement

Contractor's General Business Information

Check If:

☑ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

If **Corporation:**

a. Date and State of Incorporation

State of Florida as of 10/07/2013

b. List of Executive Officers

Name	Title
Dovonna J. Roberts	**President**
Glenn J. Roberts	**Vice President**

GC DOCUMENT NO. 220 • CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION, S> 1990, The Associated General Contractors of America.

If **Partnership:**

a. Date and State of Organization

N/A

b. Names of Current General Partners

c. Type of Partnership

☐ General • ☐ Publicly Traded

☐ Limited ☐ Other (describe): _____

If **Joint Venture:**

a. Date and State of Organization

N/A

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)

N/A

If **Sole Proprietorship:**

a. Date and State of Organization

N/A

b. Name and Address of Owner or Owners

N/A

AGC DOCUMENT NO. 220 • CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION,
© 1990, The Associated General Contractors of America.

I. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture list each participant's projects separately).

On Schedule 8, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).

Name of surety company and name, address, and phone number of agent.

Old Republic Surety Company-P.O Box 1635, Milwaukee, WI 53201

Agent: Eileen Heard-1000 Central Avenue Suite 200 St. Petersburg, FL 33705

Email: eheard@acrisure.com Office: 727-258-0803

;. Is your organization a member of a controlled group of corporations as defined in I.RC. Sec. 1563?
D Yes ☑ **No**

If yes, show names and addresses of affiliated companies.

N/A

Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

Has your organization ever failed to complete any construction contract awarded to it? D Yes ☑ No If

yes, describe circumstances on attachment.

Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?
D Yes ☑ No

If yes, describe circumstances on attachment.

In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
D Yes ☑ **No**

If yes, describe circumstances on attachment.

Indicate general types of work performed with your own work force.

N/A

). If required, can your organization provide a bid bond for this project? ☑ Yes D No

I. What is your approximate total bonding capacity?

D $500,000 to $2,000,000 ☑

$2,000,000 to $5,000,000

D $5,000,000 to $10,000,000

D $10,000,000 or more

;c **DOCUMENT NO. 220** • CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION, 1990, The Associated General Contractors of America.

11. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

Please see attached safety plans attached for both Roofing and Fall Protection.

12. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank	**SouthState Bank**
Address	**3670 Havendale Blvd, Winter Haven, FL 33881**
Account Manager	**Jay D. Lowery**
Telephone	**(863) 968-9300**

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

1st CLASS ROOFING CORPORATE SEAL 10/07/2013 FLORIDA INC

By: **Dovonna J. Roberts**

Title: **President**

Dated: **3/12/2026**

1st CLASS ROOFING, INC.
WE'RE ON TOP OF WHAT MATTERS MOST

AGC DOCUMENT NO. 220 • CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION,
© 1990, The Associated General Contractors of America.

SCHEDULE A

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference/Contact Include Address and Phone
Children's Home Society Reroofs *Mulitple Bldgs	Polk County B.O.C.C		January 2026	$850,500.00	2135 Marshall Edwards Drive, Bartow, Florida, 33830 (863)860-8001
Polk County Central Jail * Multiple Bldgs	Polk County B.O.C.C		July 2023	$1,531,586.47	2390 Bob Phillips Road, Bartow, Florida, 33830, (863) 534-6757
Union County Courthouse	Citrus County B.O.C.C	Brame Heck Arct.'	December 2025	$331,089.52	55 West Main Street, Lake Butler, Florida, 32054 (386) 496-0027
Victory Ridge- Gymnasim	Victory Ridge		August 2025	$38,704.79	1991 Davenport Blvd, Davenport, Florida, 33853 (863) 206-5199
Crystal River Middle School	RMG, LLC		August 2025	$249,422.00	344 Northeast Crystal Street, Crystal River, Florida, 34428 (239) 298-3716

00450-6

SCHEDULE B

Name, Location and Description of Project	Owner	Design Engineer	Contract Price	Amount Completed	Date of Scheduled Completion	Reference/Contact Include Address and Phone
Bartow Fleet Shop Reroof	Polk County B.O.C.C		$150,200	85%	3/26/2026	2450 Bob Phillips Rd, Bartow FL 33830 (863) 344-2303
Code Enforcement Building Reroof	Pasco County B.O.C.C		$63,180.00	0% Mobilization	4/15/2026	7508 Little Rd, New Port Richey, FL 34654 (813)929-2721
Texas Roadhouse-Orange City	Texas Roadhouse, Inc.		$82,471.12	90%	3/25/2026	2518 Enterprise Rd. Orange City, FL 32763 (989) 988-7019
Texas Roadhouse-Bradenton	Texas Roadhouse, Inc.		$64,957.53	95%	3/15/2026	5710 Ranch Lake Blvd. Bradenton, FL 34202 (989) 988-7019

00450-7

SCHEDULE C - PERSONNEL

Name	Position	Date started with this organization	Date started in construction	Prior positions and experience in construction
Dovonna J. Roberts	President	10/07/2013	2011	Roofing Contractor
Glenn J. Roberts	Vice President	10/7/2013	2011	Roofing Contractor
Alex Eggers	Commercial Project Manager	3/2020	2018	DuroLast Rep
James Harper	Commercial Project Manager	5/2021	2011	DuroLast Rep
Christopher Albitre	Commercial Project Manager	4/2021	2017	Field Service Manager
Terri Gutierrez	Commercial Project Coordinator	9/2025	2025	HomeOwners Insurance & Surety
Marissa Michalski	Commercial Project Coordinator	4/2018	2018	Commercial Office Manager
Gerardo Sanchez	Superintendent	4/2025	2011	Roofing Labor & Supervision
Luis Garcia	Superintendent	1/2025	2015	Roofing Labor & Supervision

00451

Public Entity Crimes Statement

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. **ITB26-017**

for **City of New Port Richey- Recreation and Aquatic Center Flat Roof Replacement**

2. This sworn statement is submitted by **1st Class Roofing, Inc.**
(name or entity, submitting sworn statement)

whose business address is **1815 Thornhill Rd, Suite 301 S, Auburndale FL 33823**

_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is **46-3815585**.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

3. My name is **Dovonna J. Roberts** and my relationship to the
(Please print name of individual signing)

entity named above is **President**.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed in the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.

Dovonna J Roberts
(Signature)

Date: **03/12/2026**

STATE OF **Florida**

COUNTY OF **Polk**

PERSONALLY APPEARED BEFORE ME, the undersigned authority, **Dovonna J. Roberts**

(name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 12th day of March, 2026

Flor Gutierrez
NOTARY PUBLIC

My commission expires: **10/01/2029**

Flor Gutierrez

FLOR GUTIERREZ
Notary Public - State of Florida
Commission # HH 726851
My Comm. Expires Oct 1, 2029
Bonded through National Notary Assn.

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

PROJECT	NAME AND ADDRESS OF OWNER OR ENGINEER	NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE	DATE OF CONTRACT	AMOUNT	STATUS
* Please see official letter attached					

(Signed) Doreenna J. Roberts

VSM
VICTOR · SHAW · MCCUE
ATTORNEYS AT LAW

February 9, 2026

Via Email: dovonna@1stclassroofing.com
Ms. Dovonna Roberts
1st Class Roofing

Re: ***Southern Villas Homeowners Association, Inc. v. 1st Class Roofing, Inc. et. al***
Case No.: 2025-CA-008594-O

Dear Ms. Roberts:

You asked that we supply a status update regarding the pending litigation described above. The plaintiff association's complaint was filed against 1st Class Roofing, Inc. ("1st Class") and others on September 4, 2025. 1st Class filed its answer and affirmative defenses on October 10, 2025. Both are attached to this letter. Prior to initiation of the lawsuit, there were many months of discussions regarding the roofs installed by 1st Class in the community controlled by Southern Villas Homeowners Association, Inc. ("Southern Villas"). Southern Villas employed an overly aggressive "expert" to opine that the installation of roofs in the community by 1st Class are defective. This opinion of the expert, which we disagree with, caused Southern Villas to reroof some buildings after 1st Class had performed their scope of work, which replaced each roof in the community.

The allegation against 1st Class is that the roofs were installed defectively leading to water intrusion and exposure to liability and damages. Despite the claim of defective roof installation by Southern Villas, the roofs passed final inspection by the government with authority and the manufacturer of the roof products. Further, we employed a professional engineer to inspect the roofs installed by 1st Class, subsequent to their installation, and during the rip and tear of the roofs installed by 1st Class. The expert engineer found NO signs of active water intrusion from the roofs installed by 1st Class. In each case of the rip and tear of the new roofs installed by 1st Class, when the shingles were removed, the entire wood field of the roof was without water staining or damage, indicating that the roof is sound, not allowing active water intrusion, and functioning as expected. This debunks the overly aggressive "expert's" opinion that the roofs are defective.

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The City of New Port Richey, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Recreation and Aquatic Center Flat Roof Replacement,"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Polk

Dovonna J. Roberts, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is President (officer's title) of 1st Class Roofing, Inc.

B. (company name), the Bidder that has submitted the attached bid;

C. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

D. Such bid is genuine and is not a collusive or sham bid;

E. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of New Port Richey or any person interested in the proposed contract; and

F. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Date: 3/12/2026

Signature: Dovonna J. Roberts

STATE OF: Florida
COUNTY OF: Polk

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Dovonna J. Roberts who, after first being sworn by me, affixed his/her signature in the space provided above on this 12th day of March 20 26.

Flor Gutierrez

Notary Public
My commission expires: 10/01/2029

(Affix Seal)

FLOR GUTIERREZ
Notary Public - State of Florida
Commission # HH 726851
My Comm. Expires Oct 1, 2029
Bonded through National Notary Assn.

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that **1st Class Roofing, Inc.**
(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug- use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

Date: **3/12/2026**

Signature: Dovonna J Roberts

STATE OF: **Florida**
COUNTY OF: **Polk**

PERSONALLY APPEARED BEFORE ME, the undersigned authority, **Dovonna J. Roberts**

who, after first being sworn by me, affixed his/her signature in the space provided above on this **12th** day of **March** 20**26**.

Flor Gutierrez

Notary Public
My commission expires: **10/01/2029**

(Affix Seal)

FLOR GUTIERREZ
Notary Public - State of Florida
Commission # HH 726851
My Comm. Expires Oct 1, 2029
Bonded through National Notary Assn.

SECTION 00455

CONTRACTOR'S CODE OF CONDUCT FORM

Contractors Code of Conduct

- **Courtesy and Respect:** It is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all.
- **Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on City property are not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from job site and/or reported to the Police Department.
- **Smoking**: Contractors and their employees are not permitted to smoke in or near any of the City Buildings.
- **Fraternization**: Contractors and their employees may not fraternize or socialize with City employees.
- **Appearance**: Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on City property. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. The City has the right to decide if such clothing is inappropriate.
- **Reporting**: The contractor is required to report any matter involving a violation of these rules of conduct to City. Any matter involving health or safety, including any altercations, should be reported to the City immediately.

The contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the project site and prohibited actions could result in the termination of any contract or agreement with the City.

Donna Riberts

Signature

President — Title

3/12/2025 — Date

1st CLASS ROOFING, INC.
WE'RE ON TOP OF WHAT MATTERS MOST

END OF SECTION

SECTION 00456

UNSATISFACTORY WORK - NONCOMPLIANCE

If at any time during the contract term, the services performed or work done by the contractor is considered by the City of New Port Richey to create a condition that threatens the health, safety or welfare of the community, the contractor shall, on being notified by the City of New Port Richey, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficient services or work by separate contract or with its own resources at the expense of the contractor and may terminate the contract immediately.

Contractor shall supervise, inspect, and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract document. Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures of construction. The City reserves the right to implement critical work schedules with time restraints as called out in the contract document.

At all times during the contract term and progress of work, the contractor shall assign a competent resident superintendent who shall not be replaced without notice to the City except under extraordinary circumstances. Contractor shall provide skilled labor for work performed. Notwithstanding the above, the City of New Port Richey reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

Signature

President
Title

3/12/2026
Date

1st CLASS ROOFING, INC.
WE'RE ON TOP OF WHAT MATTERS MOST

END OF SECTION

SECTION 00460 E-VERIFY EMPLOYER FORM
Company ID Number: **2706153**

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the **1st Class Roofing, Inc.** (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    a. Notice of E-Verify Participation
    b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until

materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to

other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
    a. Automated verification checks on alien employees by electronic means, and
    b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination

that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

7. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
8. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
9. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
10. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
11. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
12. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    a. Scanning and uploading the document, or
    b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
13. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
14. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
15. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer **1st Class Roofing, Inc.**	
Name (Please Type or Print) **Dovonna J. Roberts**	Title **President**
Signature	Date **3/12/2026**

Department of Homeland Security – Verification Division
Name (Please Type or Print) Title
Signature Date

Information Required for E-Verify	
Information relating to your Company:	**Roofing Contractor**
Company Name:	**1st Class Roofing, Inc** **Company ID Number: 2706153**
Company Facility Address:	**1815 Thornhill Rd, Suite 301S, Auburndale FL 33823**
Company Alternate Address:	**PO Box 822, Auburndale FL 33823**
County or Parish:	**Polk**
Employer Identification Number:	**46-3815585**
North American Industry Classification Systems Code:	**238**
Parent Company:	**N/A**
Number of Employees:	**20 to 99**
Number of Sites Verified for:	**1 Site(s)**

Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:
State **FL** Number of sites **1** Site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	**Dovonna J. Roberts**
Telephone Number:	**863-324-4043**
Fax Number:	**N/A**
E-mail Address:	**Dovonna@1stclassroofing.com**

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

SECTION 00461

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

IF YOUR BID/PROPOSAL IS $1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of New Port Richey in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria.

Dovonna J. Roberts

Authorized Signature

Dovonna J. Roberts

Printed Name

President

Title

1st Class Roofing, Inc

Name of Entity/Corporation

STATE OF: **Florida**

COUNTY OF: **Polk**

PERSONALLY APPEARED BEFORE ME, the undersigned authority, **Dovonna J. Roberts** who, after first being sworn by me, affixed his/her signature in the space provided above on this **12th** day of **March** 20**26**.

Flor Gutierrez

Notary Public

My commission expires: **10/01/2029**

(Affix Seal)

FLOR GUTIERREZ
Notary Public - State of Florida
Commission # HH 726851
My Comm. Expires Oct 1, 2029
Bonded through National Notary Assn.

SECTION 00462

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of New Port Richey in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

Dovonna J Roberts

Authorized Signature

Dovonna J. Roberts

Printed Name

President

Title

1st Class Roofing, Inc.

Name of Entity/Corporation

STATE OF: **Florida**

COUNTY OF: **Polk**

PERSONALLY APPEARED BEFORE ME, the undersigned authority, **Dovonna J. Roberts** who, after first being sworn by me, affixed his/her signature in the space provided above on this **12th** day of **March** 20**26**.

Flor Gutierrez

Notary Public

My commission expires: **10/01/2029**

(Affix Seal)

FLOR GUTIERREZ
Notary Public - State of Florida
Commission # HH 726851
My Comm. Expires Oct 1, 2029
Bonded through National Notary Assn.

SECTION 00465 HUMAN TRAFFICKING AFFIDAVIT

NON-GOVERNMENTAL ENTITY: 1st Class Roofing, Inc.

ADDRESS OF NON-GOVERNMENTAL ENTITY: 1815 Thornhill Rd, Suite 301, S
Auburndale FL 33823

AUTHORIZED REPRESENTATIVE: Dovonna J. Roberts

REPRESENTATIVE TITLE: President

Dovonna J. Roberts, after being first duly sworn, deposes and states, upon personal knowledge and under penalty of perjury, as follows:

1. Affiant is the authorized representative of the above-named non-governmental entity, located at the address set forth herein and having the title referenced above.
2. Affiant has personal knowledge of the statements made in this affidavit and is duly authorized to make them on behalf of the non-governmental entity identified herein.
3. This affidavit is being given to the City of New Port Richey, Florida in accordance with Section 787.06 Florida Statutes in furtherance of an agreement between the above non-governmental entity and the City of New Port Richey, Florida.
4. Affiant hereby certifies that the non-governmental entity identified herein does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.
5. For purposes of this Affidavit, Affiant acknowledges that as used herein:
   a. The term "labor" means work of economic or financial value;
   b. The term "services" means any act committed at the behest of, under the supervision of, or for the benefit of another; and
   c. The term "services" includes, but is not limited to, forced marriage, servitude, or the removal of organs.
6. Affiant affirms that the non-governmental entity identified herein does not and has not engaged in any of the following acts of coercion:
   a. Using or threatening to use physical force against any person;
   b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
   c. 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;
   d. 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;

e. Causing or threatening to cause financial harm to any person;

f. Enticing or luring any person by fraud or deceit; or

g. Providing a controlled substance as outlined in Schedule I or Schedule II of s.893.03 to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NOT.

Dovonna J. Roberts

STATE OF: Florida

COUNTY OF: Polk

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Dovonna J. Roberts who, after first being sworn by me, affixed his/her signature in the space provided above on this 12th day of March 20 26.

Flor Gutierrez

Notary Public

My commission expires: 10/01/2029

(Affix Seal)

NOTARY PUBLIC STATE OF FLORIDA

FLOR GUTIERREZ
Notary Public - State of Florida
Commission # HH 726851
My Comm. Expires Oct 1, 2029
Bonded through National Notary Assn.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ROBERTS, DOVONNA JENELL

1ST CLASS ROOFING, INC.
1815 THORNHILL RD SUITE 301S
AUBURNDALE FL 33823

LICENSE NUMBER: CCC1327267

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/14/2024

Do not alter this document in any form.

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

State of Florida
Department of State

I certify from the records of this office that 1ST CLASS ROOFING, INC. is a corporation organized under the laws of the State of Florida, filed on October 7, 2013.

The document number of this corporation is P13000082093.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on September 25, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of January, 2026



Secretary of State

Tracking Number: 9109498507CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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.)

1st Class Roofing 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)

(Applies to accounts maintained outside the United States.)

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 . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1815 Thornhill Rd Suite 301s

Requester's name and address (optional)

6 City, state, and ZIP code

Auburndale FL 33823

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

4	6	-	3	8	1	5	5	8	5

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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** Donna J Roberts | **Date** 01/01/2026

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

NEW PORT RICHEY
RECREATION &
AQUATIC CENTER

Recvd 3/12/26

ADDENDUM TO INVITATION FOR BID

March 5, 2026

TO: All respondents

RE: Addendum #1

ITB26-017 Recreation and Aquatic Center Flat Roof Replacement

The following revisions, changes, deletions, clarifications, questions and/or answers are hereby made part of the Contract Documents for the above-referenced solicitation as fully and completely as if the same were fully set forth therein:

QUESTIONS AND ANSWERS

Question 1: What is the start date for construction?
Answer 1: Will be determined after the bid opening and all required documentation is completed and signed off.

Question 2: What is the estimated value for this project?
Answer 2: Unknown at this time

Question 3: Are there union requirements for this project?
Answer 3: No.

Question 4: What is the required R-value of the new tapered insulation?
Answer 4: Minimum R-value: R-20 continuous insulation per the Florida Building Code, Energy Conservation Code (FBC-EC) Section C402.2.1.

Question 5: Will the new system require a recovery board over the tapered insulation?
Answer 5: Only if this is required by the roof membrane manufacturer.

Question 6: What is the type of metal to be used, Aluminum or Galvanized? What gauge?
Answer 6: Must comply with current Florida Building code. Must be corrosion resistant. At minimum 24 gauge.

Question 7: What are the warranty requirements on materials and labor?
Answer 7: At least 20-year warranty on materials and 2 years minimum on labor.

1st CLASS ROOFING, INC.
WE'RE ON TOP OF WHAT MATTERS MOST

1ST CLASS ROOFING, INC. SAFETY EXPECTATIONS

HAZARD SEVERITY
H-4/H-5

Working on Roofs

Purpose: To establish and communicate the minimum safety expectations for conducting work on roofs on 1st Class Roofing construction sites.

Who Needs to Know: All contractors / operating partners working on roofs on 1st Class Roofing construction sites.

Hazard Severity Ranking: A hazard is a condition or practice with the potential to cause harm. Hazards classified as H4/H5 are those with high severity that have the potential to cause a fatality, total disability, dismemberment, and life-altering changes that are typically irreversible unless all proper precautions are taken.

Standards: Performing work on roofs shall meet or exceed the requirements of 29 CFR 1926.500-503 – Subpart M –Fall Protection in Florida Code of Regulations, In addition, contractors shall comply with requirements of 1st Class Roofing construction sites BPR-193140 – Roof Access Requirements.Critical 29 CFR 1926 Elements: (The designation of certain requirements as critical does not alleviate the Contractor from complying with ALL applicable aspects of 29CFR1926 and/or Cal/OSHA Title 8)

1. Contractors shall use fall protection when working on roofs. Fall protection shall comply with the appropriate OSHA or Cal/OSHA standards, and with 1st Class Roofing construction sites Fall Protection Safety Expectation.
2. Roofing work or roofing activities means the hoisting, storage, application, and removal of roofing materials and equipment, including related insulation, sheet metal, and vapor barrier work, but not including the construction of the roof deck.
3. Exceptions are allowed for roof inspections, where no work activities are being performed at the time of inspection. If fall protection is available it should be used. Roof inspection includes pre-work inspection, project scope development, and post-work only. Activities such as taking photos and using a tape measure during inspection are not considered as performing work.
4. Contractors must follow the appropriate standard for the roof they are working on: Florida
    - Low slope roof (4:12 slope or less): 29CFR1926.501(b)(10)

- Steep roof (above 4:12 slope): 29CFR1926.501(b)(11) HAZARD SEVERITY Contractor Safety Expectation H-4/H-5 Working on Roofs April 18, 2017.

5. Workers engaged in roofing activities on low-slope roofs shall be protected from falling by guardrails, warning lines, PFAS, fall restraint, or a combination of these. Warning lines must be used with a Safety Monitor. Workers on steep roofs must be protected from falling by guardrails or PFAS. On roofs fifty feet (50') or less in width, the use of a safety monitor alone is permitted.
6. Workers shall be protected from falling through holes more than six feet (6') above lower levels (including skylights) by covers, guardrails, or PFAS.

1st Class Roofing Clarifications and Additional Requirements:

1. When working on or accessing a roof, the following minimum requirements must be met:
   - Fall protection is required when working outside a flagged area or within six feet (6') of the roof's edge Two-way communication by cell phone or radio must be available at all times
   - Temporary work lights or headlamps must be used for low light or night time access
   - Climbing over guardrails or parapets, at roofs edge, is prohibited without prior acceptance from 1st Class Roofing.
   - Use material lifting devices to bring equipment or tools to and from the roof. Equipment and tools shall not be hand carried up or down ladders.
2. To minimize the potential for a fall, contractors must stage materials so that workers have safe access to them. Slide guards must be used on sloped roofs to prevent staged materials from sliding.
3. Loose materials and tools shall not be placed on the roof so as to create a tripping hazard.
4. Rope grabs are an acceptable means of fall protection while working on a roof provided the rope is equipped with a stop to prevent rope grab from running off the end of the rope. Rope grabs should be adjusted to keep the worker in Fall Restraint instead of fall arrest wherever possible. Rope grabs must be attached to the back D-ring, not the front.
5. Temporary guardrails are an acceptable form of fall protection when working on a roof.
6. Use of portable ladders on roofs, when they create an additional fall hazard because of their proximity to the edge of the roof, skylight, or other opening is prohibited without specific acceptance from Worldwide Safety. Portable ladder usage is permitted if it does not expose the worker to a fall from the edge of a roof or through a skylight or other opening. The use of ladders on roofs shall be addressed in the contractor's Project Specific Safety Plan (PSSP).
7. Ladders, gates, and stairs must be secured after exiting the roof (where means of securement are present).
8. Unprotected roof hatches must be closed after gaining access to the roof. They may not remain open when work is being performed.
9. Contractor access needs and procedures to be used must be detailed in the PSSP submitted to Worldwide Safety for review.

10. Safety Monitors must have proper training and shall have no other duties to perform. They shall be on the same level as the worker they are monitoring. Safety monitors shall warn the employee when it appears that the worker is unaware of a fall hazard or is acting in an unsafe manner.
11. Specific locations or Lines of Business may have additional requirements. These requirements must be followed.
12. These requirements, except the portable ladder requirement, do not apply to roof areas specifically designed and built for routine viewing access.

1st CLASS ROOFING, INC.
WE'RE ON TOP OF WHAT MATTERS MOST

1ST CLASS ROOFING, INC. SAFETY EXPECTATIONS

HAZARD SEVERITY
H-4/H-5

FALL PROTECTION:

Purpose: To establish and communicate the minimum safety expectations for working at height on 1ST Class Roofing construction sites and property. No work will be performed when a fall hazard exists without using fall protection methods described in this document, or equivalent.

Who Needs to Know: All contractors / operating partners working at height on 1st Class construction sites.

Hazard Severity Ranking: A hazard is a condition or practice with the potential to cause harm. Hazards classified as H4/H5 are those with high severity that have the potential to cause a fatality, total disability, dismemberment, and life-altering changes that are typically irreversible unless all proper precautions are taken.

Standards: Performing work at height shall meet or exceed the requirements of 29 CFR 1926.500-503 – Subpart M – Fall Protection, 29 CFR 1910 – Subpart D, Arrest Systems, Personal Fall Restraint Systems and Positioning Devices, as applicable. Additional fall protection requirements covered under separate standards, such as those for scaffolding, steel erection, roofs, or ladders may apply.

Critical 29 CFR 1926 Elements: (The designation of certain requirements as critical does not alleviate the Contractor from complying with ALL applicable aspects of 29CFR1926 and/or Cal/OSHA Title 8)

1. Contractors shall use fall protection when working at heights of six feet (6') or more above a lower level when performing construction activities, or heights of four feet (4') when performing work that would fall under the General Industry standard such as maintenance activities. Other standards, such as steel erection, have their own requirements. Consult the appropriate federal or state regulation for the work you are performing.
2. Fall protection can be provided through the use of guardrail systems or personal fall arrest systems (PFAS). These systems must meet all requirements of 1926.502(b) and (d) respectively, or Cal/OSHA Title 8.

3. PFAs consist of a harness, anchorage, and connectors and may include a lanyard, deceleration device, lifeline or combination of these. All equipment must be inspected prior to each use for wear, damage and other deterioration. Defective components shall be removed from service immediately. Anchorage points and horizontal lifelines must be designed, installed and used under the supervision of a qualified person as defined by OSHA.
4. Contactors shall ensure each employee who might be exposed to fall hazards has received appropriate training. The training shall enable each employee to recognize the hazards of falling and shall train each employee in the procedures to be followed in order to minimize these hazards.
5. Contractor shall have a rescue plan in place which emphasizes prompt rescue before workers are allowed to use PFAS. HAZARD SEVERITYContractor Safety Expectation H-4/H-5 Fall Protection April 17, 2017.
6. Workers on the face of formwork or reinforcing steel shall be protected from falling six feet (6') or more to lower levels by PFAS and positioning device systems.
7. Workers shall be protected from falling through holes more than six feet (6') above lower levels (including skylights) by covers, guardrails, or PFAS.

1st Class Roofing, INC. Clarifications and Additional Requirements:

1. Contractors must have a competent person on site to identify, evaluate and develop corrective measures for fall hazards. The competent person must communicate the hazards and corrective measures to all affected employees.
2. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered an immediate "STOP WORK" condition. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a "STOP WORK" condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.
3. Fall restraint systems shall be used instead of fall arrest systems whenever feasible. These systems allow a person to reach an area to perform their duties but prevent them from reaching a point where a fall could occur.
4. Self-retracting lifelines or lanyards (SRLs) must be anchored at the height of the harness D-ring or above. It should be positioned directly overhead in order to prevent swing falls. When it isn't feasible to anchor overhead, and anchorage is only possible below the D-Ring, then fall protection equipment specifically designed for that application must be used. All SRLs must be used in accordance with manufacturer's instructions.
5. Contractors must use 1st Class Roofing certified anchorage connectors when available. These anchorages will be tagged as such and are inspected on a scheduled basis. If no 1st Class Roofing certified anchorages are available, then the Contractor's qualified person must select structures as fall protection anchorage points for their workers.

6. Temporary guardrail systems, using heavy-weighted bases or parapet clamps, are acceptable for use at 1st Class Roofing construction sites if requested by a competent person. Use of these systems must be signed-off by a structural engineer.
7. Safety nets are only allowed for use on 1st Class Roofing construction sites if no other fall protection method is feasible and with prior approval by 1st Class Roofing Safety. If used, safety nets must be addressed in the Project Specific Safety Plan (PSSP).
8. Fall protection is not required when using portable ladders unless the ladder cannot be placed to prevent slipping, tilting or falling. If ladders must be used under these circumstances (e.g. lifts are not feasible), a PFAS, independent of the ladder, must be used. Working height on portable ladders is limited to twenty-fivefeet (25').
9. The use of a ladder, or similar, in close proximity (i.e., ladder length plus 4 feet) to a guardrail or parapet may create an exposure to the fall hazard. Fall protection must be provided by raising the height of the guardrail/parapet or a PFAS, independent of the ladder, must be used. Ladders or work platforms with a built-in guarded work platform do not require additional fall protection.
10. Workers shall be protected from falling into excavations five feet (5') or more in depth.
11. Slopes exceeding 40° require the use of fall protection.
12. Fall protection is required for work conducted six feet (6') or more above water. Where fall protection completely prevents falling into the water, personal flotation devices (PFDs) are not required

NEW PORT RICHEY
PARKS & RECREATION

6630 VAN BUREN STREET • NEW PORT RICHEY, FL 34653 • 727.841.4560

June 8, 2026

Mr. Colin Eichenmuller
Public Works Director
City of New Port Richey
6132 Pine Hill Road
Port Richey, Florida 34688

RE: Bid Recommendation – ITB26-017 RAC Flat Roof Replacement Project

Mr. Eichenmuller,

On Friday, March 13, 2026, at 2:00 p.m., in City Hall Council Chambers, bid proposals were opened for the above-referenced project. Attached are the bid tabulation results, including the bidders' names and bid costs.

From the bid tabulation results, there were a total of seven (7) bids. The distribution of bids varies, with the highest bid at $740,500.00 and the lowest at $331,450.00.

The lowest bid of $331,450.00 was submitted by 1st Class Roofing, Inc. I have discussed the bid with 1st Class Roofing, Inc., and have been assured that they understand the bid documents and are comfortable with their bid amount and the work expected by the City.

1st Class Roofing, Inc. has worked on similar projects for various cities and counties. They provided numerous project references in their bid documentation.

Therefore, I am confident that 1st Class Roofing, Inc., is qualified and capable of performing all of the work described in the bid documents and recommend that the City award the ITB26-017 RAC Flat Roof Replacement Project to 1st Class Roofing, Inc.

Sincerely,

Kevin Trapp
Parks and Recreation Director
City of New Port Richey

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

TO: City of New Port Richey City Council

FROM: Colin Eichenmuller, Public Works Department

DATE: July 7, 2026

RE: ITB26-009 WWTP Administration Building Roof Repairs Project Close Out

REQUEST:

The request from staff for City Council is to review and consider for approval the attached deductive change order in the amount of ($2,104.37) and the final pay request in the amount not to exceed $47,195.63 submitted by Lewis Walker Roofing Inc. for the project close-out of the ITB26-009 Administration Building Roof Repairs at the Wastewater Treatment Facility.

DISCUSSION:

As Council may be aware the city conducted an assessment of the roof for the Administration Building located at the Wastewater Treatment Facility. The Administration Building roof is the original to the structure, is more than 30 years old, and has required multiple repairs and patching over the past 10 years, demonstrating the need for a full roof replacement. Subsequent to the assessment and in conjunction with the necessary repair work in previous years, funding was requested and approved in this year's Capital Equipment Program for the Public Works Water Pollution Control Projects.

On February 3, 2026 City Council awarded the bid for ITB26-009 to Lewis Walker Roofing Inc in the amount of $49,300. The project commenced in April and was completed May 28, 2026. Subsequent to final inspections substantial completion was issued on June 12, 2026.

RECOMMENDATION:

Approval of the project close-out and deductive change order is recommended.

BUDGET/FISCAL IMPACT:

Funding is available in the Water Pollution Control Account. Pasco County will contribute to a portion of the expenditure in accordance with the Interlocal Agreement.

ATTACHMENTS:

- Deductive Change Order #1 Signed.pdf

- WWTF Roof Final Pay App.pdf

CONTRACT MODIFICATION
(FINAL CHANGE ORDER)

Contract Modification No.: 1 Date: 6/12/2026

Project Name: WWTF Administration Building Roof Replacement Project No: 26-009

Owner: City of New Port Richey, City Council

Contractor: Lewis Walker Roofing

Engineer: N/A

This is a final Deductive Change Order to the Contract Amount and the Following Modifications to the Contract are hereby ordered:

Contract Amount		**Contract Time** (Cal. Days)		
Original Contract Amount	$ 49,300.00	Original Duration	120	Days
Previous Change Orders (Add/Deduct)	$ 0.00	Previous Change Orders (Add)	0	Days
This Change Order (Deduct)	$ (2,104.37)	This Change Orders (Add)	0	Days
Revised Contract Amount	$ 47,195.63	Revised Contract Time	0	Days
		The Final Contract Completion Date is:		
		May 28, 2026		

Contractor's Certification
By executing this Change Order , the contractor acknowledges and agrees that the stipulated price and/or time adjustment includes the costs and delays for all work contained in the Change order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-effected work under this contract. Signing of the Change order constitutes full changes and constitutes full and mutual accord and satisfaction for the adjustment in contract price or time as a result of increases or decreases in costs and time or performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the contract documents.

Recommended By:

Engineer N/A

By:

Title

Date

Contractor Lewis Walker Roofing Inc

By: Heather Walker

Title President

Date: 6/15/2026

Public Works Director

By:

Date: 2026.06.16

Project Manager/Inspector

By: Joe Palazzolo

Date: 6/15/26

CITY OF NEW PORT RICHEY, FLORIDA
CONTRACTOR'S APPLICATION FOR PAYMENT

Gray Areas To Be Filled In By Contractor

Bid No.	26-009	Date	6/12/2026	Payment Number	1-Final
Application Period	From 05/01/26	To	05/28/26		
Project Name	WWTF Administration Building Roof Replacement				
Account Number					
Owner:	City of New Port Richey			Phone No.	(727) 841-4536
Engineer:				Phone No.	
Contractor:	Lewis Walker Roofing, 1118 S Marion Ave, Lake City, FL 32025			Phone No.	866-959-7663

Contract Data

Bids Received	12/4/2025
Contract Start Date	4/8/2026
Notice to Proceed:	2/3/2026
Calendar Days for Completion	30
Original Completion Date	5/8/2026
Days Extension to Date	0
New Completion date	5/8/2026
Original Contract Amount	$ 49,300.00
Adjustments to Date	$ (2,104.37)
Revised Contract Amount	$ 47,195.63
Percentage Complete ($)	0.00%
Percentage Complete (Time)	96.00%
Percentage Complete (Work)	100.00%

Change Orders

No.	1	Date	6/12/2026	Time		Amount	$ (2,104.37)
No.		Date		Time		Amount	
No.		Date		Time		Amount	
No.		Date		Time		Amount	
No.		Date		Time		Amount	

Summary of Project Status

Total Work Completed		$ 47,195.63
Material Stored on Site		$ -
Total Earned to Date		$ 47,195.63
Less Retainage	0%	$ -
Balance		$ 47,195.63
Less Previous Payments		$ -
Amount Due this Period		**$ 47,195.63**

CERTIFICATION OF CONTRACTOR

According to the best of knowledge and belief, I certify that this is a true and correct statement of work performed and materials delivered for the applications period stated above. I further certify that the Contractor has good title for all materials delivered under this Application for Payment, and there are no vendor liens, or other liens or rights to liens against this project, and that all previous payment requests received under this Contract have been applied to discharge in full all of the Contractor's obligations reflected in prior Applications for Payment, and that hourly wages paid to all employees on this project for the period of this Application are in accordance with the requirements of the Contract Documents.

Submitted for Payment:

Lewis Walker Roofing Inc
(Contractor)

By: Heather Walker
(Signature)

Name: Heather Walker
(Print or type)

Date: 6.15.2026

Recommended for Payment:

N/A
(Design Professional)

By: N/A
(Signature)

Name: N/A
(Print or type)

Date: N/A

Recommended for Payment:

City of New Port Richey
(Project Manager)

By: Joseph Palazzolo
(Signature)

Name: Joe Palazzolo
(Print or type)

Date:

Approved for Payment:

City of New Port Richey
(Owner)

By:
(Signature)

Name: Colin Eichenmuller
(Print or type)

Date: 20260616

CITY OF NEW PORT RICHEY, FLORIDA
WWTF Administration Building Roof Replacement
ESTIMATE FOR PROGRESS PAYMENT

ENG PROJ. NO. _____ PAYMENT APPLICATION No. 1-Final

OWNER PROJ. No. 26-009 FOR PERIOD FROM 05/01/26 TO 05/26/26

ITEM NO.	DESCRIPTION LIST CONTRACT ITEMS, CHANGE ORDER ITEMS AND DEDUCTIONS, EACH WITH SUBTOTAL	CONTRACT				COMPLETED PREVIOUSLY		COMPLETED THIS MONTH		COMPLETED TO DATE	
		QUANT	UNIT OF MEAS.	UNIT COST OF ITEM	Scheduled Value	QUANT	TOTAL COST	QUANT	TOTAL COST	% Complete	TOTAL COST
1	Mobilize & Demobilize	1.00	LS	$ 2,300.00	$ 2,300.00		$ -	1.00	$ 2,300.00	100%	$ 2,300.00
2	Remove Existing Roof	1.00	LS	$ 4,280.00	$ 4,280.00		$ -	1.00	$ 4,280.00	100%	$ 4,280.00
3	Install new TPO Roof	1.00	LS	$ 37,720.00	$ 37,720.00		$ -	1.00	$ 37,720.00	100%	$ 37,720.00
4	Contiengency	1.00	LS	$ 2,104.37	$ 2,104.37		$ -		$ -	0%	$ -
5	FO #1	1.00	LS	$ 2,895.63	$ 2,895.63		$ -	1.00	$ 2,895.63	100%	$ 2,895.63
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	TOTAL COST OF COLUMNS				$ 49,300.00		$ -		$ 47,195.63	96%	$ 47,195.63