

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED AGENDA • OCTOBER 13, 2020

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation by City Commissioner John Penny
- c. Pledge of Allegiance

2. PRESENTATION

1. Domestic Violence Awareness Month
(Requested by Valerie Manning, City Clerk)

3. PUBLIC COMMENTS**4. APPROVAL OF MINUTES**

1. Minutes - August 11, 2020 Regular City Commission Meeting; August 25, 2020 Regular City Commission Meeting; September 9, 2020 First Public Hearing on Budget and Millage Rate and Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 9)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution -2020-R-52 A Resolution of the City of Holly Hill, Florida, Ratifying the Eastern Volusia Regional Water Authority 2020-2021 Budget; and Providing an Effective Date.
(Requested by Valerie Manning, City Clerk)
2. Resolution -2020-R-53 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge Removal, Hauling and Disposal Services; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
3. Resolution -2020-R-54 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Sign a Lease Agreement Between the City of Holly Hill and the Council on Aging (COA) of Volusia County, Inc., Establishing the Terms of This Agreement; Providing for Severability; and Providing for an Effective Date.
(Requested by Valerie Manning, City Clerk)

4. Resolution -2020-R-55 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2020-2021 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

5. Resolution -2020-R-56 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Change Order to an Existing Contract with ABC Express Lawn Care in the Amount OF \$43,740; Providing for Severability; and Providing for an Effective Date.

(Requested by Steve Juengst, Public Works)

6. Resolution -2020-R-57 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Continuation of the Memorandum of Understanding by and Between the City of Holly Hill, Florida, and Concerned Citizens for Animal Welfare (CCFAW) Renewing a Trap/Neuter/Return (TNR) Program for the Control of the Free Roaming Cat Population; Providing for Severability; Providing and Allowing for Budgetary Concerns; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

7. UPS Temporary Holiday Package Storage Facility Agreement 2020

(Requested by Valerie Manning, City Clerk)

8. Interlocal Agreement with Volusia County for Supplemental Operational Assistance and Voluntary Cooperation for Animal Control Services

(Requested by Valerie Manning, City Clerk)

9. Correct Scrivener Errors in Adopted Fee Schedule as Set by Resolution 2020-R-39

(Requested by Stella Gurnee, Finance)

6. **REGULAR AGENDA**

1. Team Volusia - Economic Development Agreement FY2020-2021

(Requested by Valerie Manning, City Clerk)

2. Tow Service Contract To Reject Any and All Submittals and Direct the Staff to Re-Bid the RFP for Towing Company Agreement Bid Number 2020-PD-01

(Requested by Joseph Forte, City Manager)

7. **PUBLIC HEARINGS**

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their

name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance -2020-O-3030 FOR INFORMATIONAL PURPOSES ONLY: an Ordinance of the City of Holly Hill, Volusia County, Florida Annexing by Voluntary Petition Approximately 9.7 Acres Identified as Parcel Number 4244-01-04-0080 Contiguous to the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

2. Ordinance -2020-O-3031 SECOND READING - an Ordinance Amending Section 10-1, Definitions, and Adding Section 10-51, Cruelty, of Chapter 10, Animals, Article II., Care and Control, of the Code of Ordinances of the City of Holly Hill by Prohibiting the Tethering of Animals; Providing Exceptions and Conditions for the Humane Tethering of Animals; Providing for Enforcement; Providing Penalties for Violators; Repealing All Inconsistent Ordinances or Parts Thereof; and Setting for an Effective Date.

(Requested by Valerie Manning, City Clerk)

8. COMMUNICATIONS

- A. City Manager & Staff Comments
- B. City Attorney Comments
- C. City Commission Comments
- D. Mayor's Comments

9. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 3069)

2.1

Meeting: 10/13/20 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 3069

Domestic Violence Awareness Month

The City of Holly Hill recognizes the month of October as “Domestic Violence Awareness Month”.



**PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
RECOGNIZING
“DOMESTIC VIOLENCE AWARENESS MONTH”**

WHEREAS, domestic violence is a crime that cuts across many communities, devastating people of all races, genders, ages, and socioeconomic levels; and

WHEREAS, domestic violence destroys an individual’s security, dignity and prevents individuals from reaching or expressing their full potential in their communities; and

WHEREAS, the destructive impact of domestic violence is wide-reaching, affecting children, families, corporations, the criminal justice system, medical communities, and society as a whole; and

WHEREAS, victims of domestic violence suffer grave financial, physical and psychological losses, and it is vital for our communities to support these victims and their children; and

WHEREAS, many members of Congress, as well as, other federal agencies have expressed a commitment to eliminating domestic violence both nationally and internationally; and

WHEREAS, across the country, families and friends of victims have gathered during Domestic Violence Awareness Month to remember and honor their loved ones who have lost their lives at the hands of a person they once loved and trusted; and

WHEREAS, shelters and local programs raise awareness about the crime of domestic violence in their communities and local governments recognize our collective efforts to end violence.

NOW, THEREFORE, I, Chris Via, Mayor of the City of Holly Hill, Florida, and on behalf of the City Commission, do hereby recognize the month of October as “*Domestic Violence Awareness Month*”.

In Witness Thereof, I have hereunto set my hand and cause the Seal of the City to be affixed this 13th day of October, 2020.

City of Holly Hill, Florida

Chris Via, Mayor



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

4.1

**City Commission
Agenda Item**

MEETING DATE: October 13, 2020
FROM: Valerie Manning
SUBJECT: Minutes - August 11, 2020 Regular City Commission Meeting;
August 25, 2020 Regular City Commission Meeting;
September 9, 2020 First Public Hearing on Budget and Millage
Rate and Regular City Commission Meeting
NUMBER: (ID # 3063)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the following meetings/workshops:

- ✓ August 11, 2020 - Regular City Commission meeting
- ✓ August 25, 2020 - Regular City Commission meeting
- ✓ September 9, 2020 - First Public Hearing on Budget and Millage Rate & Regular City Commission meeting

MOTION:

Approve all sets of minutes as submitted by staff.

- Minutes - August 11, 2020 - Regular City Commission meeting (PDF)
- Minutes - August 25, 2020 - Regular City Commission meeting (PDF)
- Minutes - September 9, 2020 - First P.H. Budget and Reg CC mtg (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • AUGUST 11, 2020

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation by City Commissioner Penny Currie

Commissioner Currie led the invocation.

c. Pledge of Allegiance

Commander David Lori from American Legion Post 120 let the Pledge of Allegiance to the flag.

2. PRESENTATION

Mayor Via recognized County Chairman, Ed Kelly for attending the City Commission meeting tonight.

1.

Purple Heart Proclamation

(Requested by Valerie Manning, City Clerk)

RESULT: NO VOTE NEEDED



3. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners: Jim Schultz, 117 Harvard Drive, Ormond Beach, FL.

4. APPROVAL OF MINUTES - NONE

Attachment: Minutes - August 11, 2020 - Regular City Commission meeting (3063 : Minutes)

5. **CONSENT AGENDA - ITEMS (1 - 2)**

Mayor Via asked if any Commissioner wished to remove an item on the Consent Agenda. There was no one. Mayor Via asked if there was anyone in the audience who wishes to speak to any item on the Consent Agenda? There was no one.

1. -2020-R-36 Resolution

A Resolution of the City of Holly Hill, Florida, Supporting the One Year Renewal to the Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax for the Period September 1, 2020 - August 31, 2021; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2020-R-36

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SUPPORTING THE ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX FOR THE PERIOD SEPTEMBER 1, 2020 - AUGUST 31, 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SUPPORTING THE ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX FOR THE PERIOD SEPTEMBER 1, 2020 - AUGUST 31, 2021; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this extension to the agreement is entered into between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, and the municipalities of Volusia County by which it is executed; and

WHEREAS, the existing Interlocal Agreement governing the distribution of the Local Option Fuel Taxes is set to expire on midnight, August 31, 2020; and

WHEREAS, the parties desire to extend the Interlocal Agreement and its distribution formula for the proceeds of the 6-Cent and 5-Cent Local Option Fuel Taxes for an additional one year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax September 1, 2013 - August 31, 2019, is hereby renewed for an additional one (1) year. This renewal shall extend the Agreement to terminate midnight, August 31, 2021.

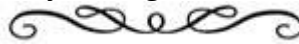
SECTION 2. All other terms and conditions of the Interlocal Agreement are hereby ratified and continue in full force and effect.

SECTION 3. This extension to the Agreement shall become effective if it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County.

SECTION 4. This extension to the Agreement may be executed by the parties in counterparts, and each counterpart shall be deemed an original.

APPROVED AND AUTHENTICATED on this 11th day of AUGUST, 2020.

Enacted and approved this 11th day of August, 2020, in Holly Hill



2.

TPO Funding Agreement for FY2020-2021

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



6. REGULAR AGENDA

1. -2020-R-37 Resolution

A Resolution of the City of Holly Hill Supporting the Designation of Proposed U.S. Bicycle Route 1 (USBR1) through Holly Hill Beginning in Bar Harbor, Maine and Ending in Key West, Florida; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION**2020-R-37**

A RESOLUTION OF THE CITY OF HOLLY HILL SUPPORTING THE DESIGNATION OF PROPOSED U.S. BICYCLE ROUTE 1 (USBR1) THROUGH HOLLY HILL BEGINNING IN BAR HARBOR, MAINE AND ENDING IN KEY WEST, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL SUPPORTING THE DESIGNATION OF PROPOSED U.S. BICYCLE ROUTE 1 (USBR1) THROUGH HOLLY HILL BEGINNING IN BAR HARBOR, MAINE AND ENDING IN KEY WEST, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, long range bicycle tourism is a growing industry in North America, contributing \$47 billion a year to the economies of communities that provide routes for such tourists; and

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) has designated a corridor crossing Florida to be developed as United States Bike Route 1 (USBR 1); and

WHEREAS, the Adventure Cycling Association, Bike Florida, and the Florida Bicycle Association, with the cooperation of Florida Department of Transportation, have proposed a specific route to be designated as USBR 1; and

WHEREAS, the proposed route for USBR 1 comes through the City of Holly Hill and can therefore provide benefits to our city; and

WHEREAS, we have reviewed the proposed route and found it to be a suitable route, and desire that the route be designated so that it can be mapped and signed, thereby promoting bicycle tourism in our area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby expresses its approval and support for the development of USBR1.

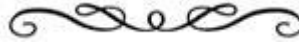
SECTION 2. The City Commission of the City of Holly Hill requests that FDOT get the route officially designated by AASHTO.

SECTION 3. The City Commission of the City of Holly Hill authorizes the posting of signs within Holly Hill rights-of-way, with coordination and approval of placement through city staff, once the route through the city has been officially designated.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 11th day of AUGUST, 2020.

Enacted and approved this 11th day of August, 2020, in Holly Hill



2.

Authorization to Increase the Expenditure to Carmeuse Lime & Stone for High Calcium Quicklime for the City of Holly Hill Water Treatment Plant

(Requested by Antoine Khoury, Public Works)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



7. PUBLIC HEARINGS

1. -2020-O-3029 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations (LDR), by Rezoning the Parcel Described in Exhibit "A" from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, City Planner)

Brian Walker, City Planner briefly discussed the staff report pertaining to amending the Land Development Regulations by rezoning the parcel described in Exhibit "A" in the staff report from a CC-1 to BPUD. There was no ex parte communication amongst the Mayor, Commissioners and the applicant, for the record.

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

ORDINANCE**2020-O-3029**

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDR), BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes and;

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to administratively amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit “A” as BPUD (Business Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit “B” and incorporated in this Ordinance by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective immediately upon its adoption

APPROVED AND AUTHENTICATED on this 11th day of AUGUST, 2020
for second reading.

Attachment: Minutes - August 11, 2020 - Regular City Commission meeting (3063 : Minutes)

EXHIBIT "A"**LEGAL DESCRIPTION**

LOT 13 & LAND E OF HYWAY EXC W 175 FT SUB MB 6 PG 63 BLK 26 M & C HOLLY HILL PER OR 3957 PG 4470 PER OR 5418 PGS 3042-3043 PER OR 5744 PG 3085 PER OR 6413 PG 0202 PER OR 6589 PG 1308 PER OR 6935 PG 4383

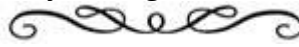
APPROXIMATELY .461 ACRES

Attachment: Minutes - August 11, 2020 - Regular City Commission meeting (3063 : Minutes)

EXHIBIT B

DEVELOPMENT AGREEMENT

Enacted and approved this 11th day of August, 2020, in Holly Hill

**8. COMMUNICATIONS****A. City Manager & Staff Comments**

a.

2020-2021 Payroll & Holiday Calendar

(Requested by Valerie Manning, City Clerk)

Mr. Forte mentioned in their agenda packet is the annual payroll and holiday calendar that is typically submitted to the Commission. Friday, this year is Christmas so the floating holiday is requested for Thursday. If anyone has any objection to the holiday calendar or payroll calendar just let him know. Mr. Forte mentioned the Florida League of Cities Virtual Conference.

Mayor Via confirmed that he was the Voting Delegate for this year. They are doing the conference online and he's on the Resolution Committee.

**B. City Attorney Comments**

None.

C. City Commission Comments

Commissioner Danio applauded the Mayor on the proclamation for Pastor Chuck this past Sunday. Well deserved to Pastor Chuck and all he does for this community. Congratulated the city on the Purple Heart plaque that was given to the city by the American Legion Post 120 earlier this evening.

Commissioner Johnson spoke about power related issues; reminded everyone to be careful.

Commissioner Penny asked the City Clerk about the precinct at UBIC moving to Sica Hall.

Mrs. Manning informed the Mayor, Commissioners and the audience that Precinct 526 will be at Sica Hall for voting because of the school and the close proximity.

Commissioner Penny thanked the Mayor for forerunning the testing for COVID-19.

Commissioner Currie thanked the Mayor as well and the challenges that her husband had as a first responder. Thanked the Mayor for giving Pastor Chuck the recognition that he deserves.

Mayor Via stated he appreciates everyone but the credit goes to all the mayors in the County.

D. Mayor's Comments

Mayor Via informed the Commissioners that there are four lanes coming to Volusia County for COVID-19 testing; soft launch is this Thursday. He will be doing a press conference with the County Chairman at 11:00 AM at the EOC in Daytona. Mayor Via mentioned that Commissioner Danio was with him Sunday morning at United Brethren in Christ (UBIC) church. He was asked by Pastor Matt McKeown to do a proclamation to surprise Pastor Chuck who is retiring and passing the torch on. He read a proclamation to Pastor Chuck and to declare that day, "Chuck McKeown Day" on behalf of the city. Mayor Via reminded everyone that the paving is about to start happening on Flomich Avenue.

9. **ADJOURNMENT**

The meeting adjourned at approximately 8:00 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • AUGUST 25, 2020

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation by City Commissioner John Danio

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the flag.

2. PRESENTATION

1.

Proclamation - Honoring Elizabeth "Liz" Nelson 21 Years of Service

(Requested by Valerie Manning, City Clerk)

Mayor Via read the proclamation into the record. Ms. Nelson was not present to receive it. The City Clerk will mail it to her.

RESULT: NO VOTE NEEDED



2.

A Resolution of the City of Holly Hill, Florida, Recognizing Scott Edward Gotimer for His 9 ½ Years of Service to the City of Holly Hill and Its Citizens.

(Requested by Antoine Khoury, Public Works)

Mayor Via read the proclamation into the record. Mr. Gotimer was present with family and friends.

Attachment: Minutes - August 25, 2020 - Regular City Commission meeting (3063 : Minutes)

RESULT:	NO VOTE NEEDED
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3. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners: Robin Hanger, Holly Hill; Lynn Smith, Holly Hill; and Jim Legary, Holly Hill.

4. APPROVAL OF MINUTES

1.

Minutes - July 14, 2020 Workshop and Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 25th day of August, 2020, in Holly Hill



5. CONSENT AGENDA - ITEMS (1 - 2)

1. -2020-R-38 Resolution

A Resolution of the City of Holly Hill, Florida, Approving Piggybacking National Association of State Procurement Officials (NASPO) Master Agreement No. MNWNC-119 with SHI for the Purchase of the Fiscal Year 2019-2020 Computer Equipment for the Expansion of Remote Access for Essential Staff Members and Authorizing the City Manager to Execute Any Necessary Purchase Orders and Price Agreements; Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

Mayor Via asked if any member of the Commission would like to pull any item on the Consent Agenda? There was no one. Mayor Via asked if there was anyone in the audience who wishes to speak to any item on the Consent Agenda. There was no one.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION**2020-R-38**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) MASTER AGREEMENT NO. MNWNC-119 WITH SHI FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 COMPUTER EQUIPMENT FOR THE EXPANSION OF REMOTE ACCESS FOR ESSENTIAL STAFF MEMBERS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PURCHASE ORDERS AND PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) MASTER AGREEMENT NO. MNWNC-119 WITH SHI FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 COMPUTER EQUIPMENT FOR THE EXPANSION OF REMOTE ACCESS FOR ESSENTIAL STAFF MEMBERS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PURCHASE ORDERS AND PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of computer equipment to improve remote access for essential staff; and

WHEREAS, the City has secured pricing agreements utilizing the piggybacking procurement method permitted under the City's purchasing guidelines; and

WHEREAS, Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for

other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

WHEREAS, the City Commission does hereby approve piggy backing the National Association of State Procurement Officials (NASPO) agreement with SHI, contract # MNWNC-119 to provide their Fiscal Year 2019-20 computer equipment; and

WHEREAS, The State of Florida has approved the use of this contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve the price agreement for Fiscal Year 2019-2020 for the purchase of computer equipment for improving remote access for essential staff, in an amount not to exceed \$50,823.75 and authorizes the City Manager to execute any necessary purchase orders and price agreements.

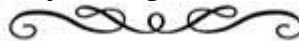
SECTION 2. That the City Commission does hereby approve the piggybacking of the National Association of State Procurement Officials (NASPO) agreement with SHI, contract # MNWNC-119 to provide their Fiscal Year 2019-20 computer equipment.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 25th day of AUGUST, 2020.

Enacted and approved this 25th day of August, 2020, in Holly Hill



2. -DOC-2020-5

Waive Online Payments Convenience Fees
(Requested by Stella Gurnee, Finance)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 25th day of August, 2020, in Holly Hill



6. REGULAR AGENDA

1.

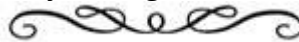
Volusia County Coronavirus Relief Fund Municipal Subrecipient Grant Agreement

(Requested by Stella Gurnee, Finance)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 25th day of August, 2020, in Holly Hill



2.

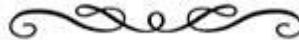
Central Square (HTE) Fusion Application

(Requested by Stella Gurnee, Finance)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 25th day of August, 2020, in Holly Hill



3.

Upgrade Online Customer Payment System

(Requested by Stella Gurnee, Finance)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 25th day of August, 2020, in Holly Hill



4.

COVID-19 Sub-Grant Agreement FEMA

(Requested by Stella Gurnee, Finance)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 25th day of August, 2020, in Holly Hill



5.

Request for Code Enforcement Lien - 314 State Avenue

(Requested by Joseph Forte, City Manager)

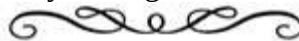
Mayor Via opened public participation.

The following individual spoke to the Mayor and City Commission: Lynn Smith, Holly Hill.

Mayor Via closed public participation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 25th day of August, 2020, in Holly Hill



7. PUBLIC HEARINGS

1. -2020-R-39 Resolution

A Resolution of the City of Holly Hill, Florida, Establishing Certain Fees, Decreasing Certain Fees, and Increasing Certain Existing Fees for Various Services, Permits, and Certificates Provided by the City, and Increasing Water and Sewer Rates by 5.5% for the Next Fiscal Year; Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

Mayor Via opened public participation.

The following individual spoke to the Mayor and City Commission: Jim Legary, Holly Hill.

Mayor Via closed public participation.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2020-R-39

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING CERTAIN FEES, DECREASING CERTAIN FEES, AND INCREASING CERTAIN EXISTING FEES FOR VARIOUS SERVICES, PERMITS, AND CERTIFICATES PROVIDED BY THE CITY, AND INCREASING WATER AND SEWER RATES BY 5.5% FOR THE NEXT FISCAL YEAR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING CERTAIN FEES, DECREASING CERTAIN FEES, AND INCREASING CERTAIN EXISTING FEES FOR VARIOUS SERVICES, PERMITS, AND CERTIFICATES PROVIDED BY THE CITY, AND INCREASING WATER AND SEWER RATES BY 5.5% FOR THE NEXT FISCAL YEARS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Florida, has made the following determinations:

1. On August 13, 2019, the City Commission adopted Resolution 2019-R-47, which was the most recent incorporation of annual modifications to various fees/costs, surcharges and administrative costs/fees relating to the Code of Ordinances, Land Development Code and various administrative costs/fees.
2. The Citywide Fee Schedule has been modified to incorporate 2019 changes in the City of Holly Hill's Code of Ordinances including Chapter 70 (Utilities) and various changes contained in the Land Development Code.
3. The Schedule of Fines, Fees, Costs and/or Penalties (which is attached hereto and incorporated herein as "Attachment "A") is being modified to reflect the changes that have been incorporated

herein.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. Notice of the public meeting and public hearing at which this Resolution was considered was properly given, and all oral and written presentations made to and heard by the City Commission were properly considered.

SECTION 2. There is a reasonable relationship between the fees to be collected for the provision of various City services and the City's costs in providing those services.

SECTION 3. The fees which are newly created, increased, decreased, and unchanged- as set forth in the FY 2020-2021 Proposed Citywide Fee Schedule (Attachment "A"):

1. Do not exceed the actual or estimated reasonable costs to the City of providing the services to which the fees relate;
2. Are reasonable and necessary to enable the City to provide the benefit or privilege, service or product, license or permit, use or rental, fine or penalty, or property development to which they relate;
3. Have been allocated in a manner such that the costs to a payor bear a fair and reasonable relationship to the payor's burden on, or benefits received, from the City; and

SECTION 4. The City Commission hereby approves and adopts:

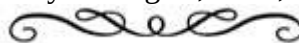
1. The FY 2020-2021 Proposed Citywide Fee Schedule (Attachment "A") which:
 - A. Creates, increases, decreases, or removes some fees.

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2020-2021 Proposed Citywide Fee Schedule (Attachment "A"), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2020-2021 Proposed Citywide Fee Schedule (Attachment "A") become effective on October 1, 2020.

APPROVED AND AUTHENTICATED on this 25th day of AUGUST, 2020.

Enacted and approved this 25th day of August, 2020, in Holly Hill



2.

1620 Moravia Avenue - Request for a Side Yard Setback Variance from the Requirements of Section 114-765 of the Land Development Regulations Titled,

Attachment: Minutes - August 25, 2020 - Regular City Commission meeting (3063 : Minutes)

“Schedule of Dimensional Requirements.” Variance from the Required Side Yard Setback of 10 Feet to 2 Feet for a Parcel in the R-1 (Single-Family) Zoning District

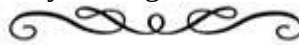
(Requested by Brian Walker, City Planner)

Brian Walker, City Planner briefly discussed the staff report with the Mayor and Commissioners for the request for a side yard setback for 1620 Moravia Avenue. The variance from the required side yard setback of 10 feet to 2 feet for a parcel in the R-1 zoning district.

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 25th day of August, 2020, in Holly Hill



8. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte informed the Mayor and Commissioners that the Audit Committee reviewed the audit submittal's, there were six submittal's, and the committee were unanimous in coming up with the top two. The question he has for the Commission because the Commission can only make the final selection, is they can do one of two things. They can take the submittal's that the committee received and review them and rank them and grade them themselves or they can have the two finalists come to a Commission meeting and do a presentation and based on their presentation make a selection. He needs to know what direction the Commission wants him to go in.

There was consensus for the Commission to review the submittal's, no presentation and go from there.

Mr. Forte informed the Mayor and Commissioners that the city entered into a contract for 224 Riverside Drive. They are going through a 30-day due diligence period and then another 30 days to close due to the uniqueness of the property and the elevations that are required, the ingress and egress to it and the stormwater requirements. He did get the appraisal done on the property at 8th and Ridgewood Avenue. That's the property where the city put the three utility boxes on there and the owner is not happy with that, the city didn't have the easement at the time. That appraisal came out at \$135,000 as opposed to the \$200,000 that the property owner is advertising for sale and requesting from the city. Mr. Forte stated he is seeking the Commission's direction on how they want to proceed with that. The property owner is rather firm. The last letter he received said, "Buy my property or remove your stuff."

Mayor Via asked if he's firm on \$200,000?

Mr. Forte stated he doesn't know if he's firm on \$200,000 but now that the city has an appraisal, he can approach the owner and let him know that the appraised value is this amount and even if he tries to go sell it, anybody else is going to be looking at that appraised value.

Mayor Via stated he's going to have to be convinced to settle for anything more than the appraised value.

There was consensus from the Commission in agreement with Mayor Via.

Mr. Forte asked the property owner to take into consideration that those boxes are not on the property when he stated the \$200,000. If the Commission wants to give him direction to make an offer to the property owner and draw up a contract and bring that back for approval and discussion.

There was consensus to direct Mr. Forte to make an offer on the property to the owner, a reasonable settlement, and if Attorney Simpson needs to get involved to assist, he will.

Mr. Forte spoke briefly about National Night Out in October; there was consensus to cancel this year's event due to the coronavirus. The Community Gardens at Pictona are getting close to being done.

- B. City Attorney Comments
None.

- C. City Commission Comments
Commissioner Danio spoke about the National Night Out. Good meeting tonight.

Commissioner Johnson spoke about the nursing homes; dining areas have reopened.

Commissioner Penny announced that the Southeast Volusia YMCA and the Holly Hill YMCA effective September 1st will be 24 hour facilities. You will pay \$24 for a 24 hour access but that's on top of your \$10 monthly fee. You will be given a swipe card, cameras everywhere, access to the gymnasium and the workout facility but you will not have access to the locker rooms or any of the group exercise areas and the library. It's going to be an experiment. It's going to be rolled out throughout the organization in the next couple of months.

Commissioner Currie mentioned school starts next Monday; remember the kids on and off the buses.

- D. Mayor's Comments
Mayor Via mentioned, just for clarification, during the workshop, he threw around the title of Community Development Director and he just wanted to state that the city has a great one and we're not getting a new one because he meant "Economic Development Coordinator". Flomich Avenue got done quickly and it's very smooth and it's striped already too.

9. ADJOURNMENT

The meeting adjourned at approximately 9:00 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • SEPTEMBER 9, 2020

City Commission Chamber First Public Hearing Budget & Millage Rate Mtg

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Absent	

b. Invocation by City Commissioner Roy Johnson

Mayor Via led the invocation due to the absence of Commissioner Johnson.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the flag.

Commissioner Penny made a motion to EXCUSE Commissioner Johnson, seconded by Commissioner Currie.

Mayor Via opened public participation. No one spoke.

PASSED, 4-0.

2. PUBLIC HEARINGS - BUDGET & MILLAGE RATE - FIRST READINGS

1. -2020-R-40 Resolution

FIRST PUBLIC HEARING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Levying of Ad Valorem Taxes for the City of Holly Hill for the Fiscal Year 2020-2021; and Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

Attorney Simpson read the following Resolution in its entirety for the record:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE

CITY OF HOLLY HILL FOR THE FISCAL YEAR 2020-2021; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 9, 2020, adopted a Fiscal year 2020-2021 tentative millage rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes, not exempt from taxation, has been certified by the Volusia County Property Appraiser to the City of Holly Hill as \$707,177,324.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The FY 2020-2021 operating millage is 6.25 mills, which is greater than the rolled-back rate of 5.9014 mills by 5.91%.

SECTION 2. The Final Public Hearing will be September 22, 2020 at 7:00 pm.

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED BUDGET ON 1ST READING [3 TO 1]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Penny, Currie, Danio
NAYS:	Via
ABSENT:	Johnson

**RESOLUTION
2020-R-40**

FIRST PUBLIC HEARING - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2020-2021; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2020-2021; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 9, 2020, adopted a Fiscal year 2020-2021 tentative millage rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes, not exempt from taxation, has been certified by the Volusia County Property Appraiser to the City of Holly Hill as \$707,177,324.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The FY 2020-2021 operating millage is 6.25 mills, which is greater than the rolled-back rate of 5.9014 mills by 5.91%.

SECTION 2. The Final Public Hearing will be September 22, 2020 at 7:00 pm.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of SEPTEMBER, 2020 for First Public Hearing reading.

Enacted and approved this 9th day of September, 2020, in Holly Hill



2. -2020-R-41 Resolution

FIRST PUBLIC HEARING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Budget for the City of Holly Hill for the Fiscal Year 2020 - 2021; and Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED BUDGET ON 1ST READING [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
ABSENT:	Johnson

RESOLUTION

2020-R-41

FIRST PUBLIC HEARING - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2020 - 2021; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2020 - 2021; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 9, 2019, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2020-2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill, Florida pursuant to the Charter of the City of Holly Hill and Chapter 166, Florida Statutes, does hereby adopt the Tentative General, Enterprise and all other related Fund Budgets and Capital Improvements Programs, which are attached hereto and incorporated herein as Exhibit "A" which may later be amended by the City Commission.

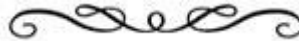
SECTION 2. Set the final public hearing for September 22, 2020 immediately following adoption of the Millage Rate Resolution.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of SEPTEMBER, 2020 for first public hearing.

Enacted and approved this 9th day of September, 2020, in Holly Hill



3. PUBLIC COMMENTS

The following individual spoke to the Mayor and Commissioners: Tony Cassata, Ormond Beach. *There was consensus from the Commission to allow the Car Show to take place on Friday, October 31st at City Hall.*

4. APPROVAL OF MINUTES

1.

Minutes - July 28, 2020, Budget Workshop, July 28, 2020 Regular City Commission Meeting, August 11, 2020 Goals Setting and Budget Discussion

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio
ABSENT:	Johnson

Enacted and approved this 9th day of September, 2020, in Holly Hill



5. **CONSENT AGENDA - ITEMS (1 - 5)**

Mayor Via asked if any member of the Commission wanted to pull any item from the Consent Agenda. There was no one. Mayor Via asked if there was anyone from the audience who wishes to speak to any item on the Consent Agenda. There was no one.

1. **-2020-R-42 Resolution**

A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding 51 Site Services a Contract for the “Rehabilitation of Lift Station #10”, and Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
ABSENT:	Johnson

RESOLUTION 2020-R-42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING 51 SITE SERVICES A CONTRACT FOR THE “REHABILITATION OF LIFT STATION #10”, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING 51 SITE SERVICES A CONTRACT FOR THE “REHABILITATION OF LIFT STATION #10”, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has determined that Lift Station #10, located at 410 Dorothy Avenue, is in need of refurbishing; and

WHEREAS, the City received 10 bids for this project; and

WHEREAS, 51 Site Services of Ormond Beach, Florida was the low responsive bidder with a total bid of \$203,458.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

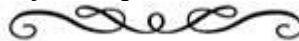
SECTION 1. That the City Commission of the City of Holly Hill approve the contract and authorize the City Manager to execute the agreement.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of SEPTEMBER, 2020.

Enacted and approved this 9th day of September, 2020, in Holly Hill



2. -2020-R-43 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving and Awarding 51 Site Services a Contract for the "Flomich Street and Riverside Drive Stormwater Improvements Project" and Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
ABSENT:	Johnson

**RESOLUTION
2020-R-43**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AND AWARDING 51 SITE SERVICES A CONTRACT FOR THE "FLOMICH STREET AND RIVERSIDE DRIVE STORMWATER IMPROVEMENTS PROJECT" AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AND AWARDDING 51 SITE SERVICES A CONTRACT FOR THE “FLOMICH STREET AND RIVERSIDE DRIVE STORMWATER IMPROVEMENTS PROJECT” AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Flomich Street and Riverside located at the north limits of the City, has a 36-inch storm outfall pipe that has been uncovered due to erosion from recent tropical stores; and

WHEREAS, the City desires to correct the damage by replacing the pipe from the Riverside Drive right-of-way to the connection to the Halifax River; and

WHEREAS, the City solicited and received none (9) bids for this project; and

WHEREAS, the low bidder is 51 Site Services of Ormond Beach, Florida with at total bid of \$136,424.82.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

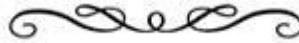
SECTION 1. That the City Commission of the City of Holly Hill approve the contract and authorize the City Manager to execute the agreement.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of SEPTEMBER, 2020.

Enacted and approved this 9th day of September, 2020, in Holly Hill



3. -2020-R-44 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking Volusia County Master Agreement No. 780 12305 – 2 with R&M Service Solutions, LLC for the Purchase of the Fiscal Year 2019-2020 Hydrant and Isolation Valve Maintenance of Holly Hill Water Distribution System for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
ABSENT:	Johnson

RESOLUTION**2020-R-44**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 780 12305 – 2 WITH R&M SERVICE SOLUTIONS, LLC FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 HYDRANT AND ISOLATION VALVE MAINTENANCE OF HOLLY HILL WATER DISTRIBUTION SYSTEM FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 780 12305 - 2 WITH R&M SERVICE SOLUTIONS, LLC FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 HYDRANT AND ISOLATION VALVE MAINTENANCE OF HOLLY HILL WATER DISTRIBUTION SYSTEM FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has 367 fire hydrants that are in need of refurbishing, testing and maintenance; and

WHEREAS, Volusia County holds a Master Agreement with R&M Service Solutions to complete hydrant and isolation valve maintenance; and

WHEREAS, this vendor has offered to provide this product to Holly Hill under the same competitively bid price agreement they have with Ferguson Enterprises, Inc.;

WHEREAS, there is budge available in both Water and Wastewater repair and maintenance account; and

WHEREAS, the requested amount for this authorization is \$20,000.00; and

WHEREAS, these services are recommended to be purchases under this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve piggybacking Volusia County Master Agreement No. 780 12305 - with R&M Service Solutions, LLC for the purchase of Fiscal Year 2019-2020 Hydrant and Isolation Valve Maintenance authorizing the City Manager to execute any necessary price agreements.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of SEPTEMBER, 2020.

Enacted and approved this 9th day of September, 2020, in Holly Hill



4.

Memorandum of Understanding (MOU) - Between the Windermere Police Department and the Holly Hill Police Department For the Participation Within the National Data Exchange (N-Dex) and the Florida Integrated Network for Data Exchange and Retrieval (FINDER)

(Requested by Steve Aldrich, Police)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
ABSENT:	Johnson



5.

Memorandum of Understanding (MOU) - Between Law Enforcement Technology, Training & Research and the Holly Hill Police Department for the Usage of The FINDER Database System for FY 2020-2021

(Requested by Steve Aldrich, Police)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
ABSENT:	Johnson



6. REGULAR AGENDA

1.

Auditor Selection

(Requested by Stella Gurnee, Finance)

Mr. Forte stated he's going to let the Finance Director come up and explain it. They went through the audit process and the Audit Committee made a recommendation of the top three (3) ranking firms. Staff turned those RFP's over to the City Commission and it's now up to the City Commission to make a final decision. Mrs. Gurnee will give the Commission a rundown of what the process was.

Stella Gurnee, Finance Director, stated the City Commission appointed, as required by Statue, an Audit Committee that were made up of Vice-Mayor Penny, a Finance Director from another city, and two people from local businesses here in Holly Hill. The Audit Committee then established the factors as required by State Law for the evaluation of audit services, directed the Request for Proposal and the publication of that request and then evaluated the firms based on what was in the Request for Proposal and then ranked and recommended no fewer than three (3) firms. There were five (5) firms submit and the evaluation criteria, it was broken out into experience and expertise for 50 points, audit approach for 20 points, fee proposal for 25 points, and local vendor preference for 5 points. No one qualified for the local vendor preference by the city's Purchasing Resolution, and the committee ranked the top three (3) firms as James Moore & Company, first; CRI, which is Carr, Riggs & Ingram, second; and McDirmitt Davis. Mrs. Gurnee stated she would also like to mention like the Vice-Mayor has mentioned before, the committee was very close in their rankings with the top two firms. Three of the members picked one firm as the top firm and one member picked the other firm and then it flip-flopped. The committee has followed the State guidelines and the RFP, and the committee is recommending to the Commission that James Moore & Company be given the award for the RFP.

Mayor Via opened public participation. He will allow the applicants to go first if they would like to add anything.

James Howard with James Moore & Company, thanked the Commission for the opportunity in doing the city's audit.

Mayor Via closed public participation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio

Enacted and approved this 9th day of September, 2020, in Holly Hill



7. PUBLIC HEARINGS - NONE

8. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte mentioned he has several things to discuss with the Commission. First, the Chamber of Commerce notified staff that they are not going to move forward with the Trunk or Treat event this year. They polled their membership and there was very little response, except maybe four or five people responded in the positive. That's all they had so they have decided to not host or participate with the Trunk or Treat event. Mr. Forte stated there are other events that are coming up. One is, and Mr. Cassata is here and he brought up The Car Show in October, which is the weekend before Halloween. That is one event he needs direction from the Commission on. Mr. Forte stated he also heard from Pat and Pam who do the Art Festival and they are requesting their Holly Hill Arts Festival in April of 2021. That's several months away and God's will, this virus will have taken a back seat by that time. There's the Chamber breakfast on October 21st, which the Chamber is recommending a split in-person and Zoom type Chamber type breakfast meeting to be held at Sica Hall, where we would have a small number of people present that would still maintain social distancing and wearing a mask while not eating breakfast and others that would like to participate would be on the Zoom call. Then of course, the Commission already made a decision for the lighting ceremony and Christmas parade to move forward with that at this time. To his knowledge, he knows that Port Orange has cancelled their lighting ceremony and parade, several cities have cancelled all of their events through the first of the year. He doesn't think that Daytona Beach is issuing any Biketoberfest event permits, although that doesn't necessarily stop people from coming, the city is just not issuing permits.

Mayor Via stated Daytona is voting on that tonight. Have you heard? He thinks Ormond is too.

Mr. Forte stated he does not know what their results are. He needs the Commission's direction as to what the city is going to do and either allow these folks to move forward or have them stand down but they need to make the public aware of this as well.

Mayor Via stated they should probably take these one-by-one.

Mr. Forte stated they know that Trunk or Treat is cancelled. The next one they have coming up is The Car Show, which is also in October, the 31st.

There was some discussion about RV's being allowed at Pictona during their tournament event, give it a try and learn from it. ***There was consensus from the Commission to move forward with the RV's attending.***

(A CD copy of this meeting may be obtained by contacting the City Clerk or listen to the meeting online).

B. City Attorney Comments

None.

C. City Commission Comments

1. -2020-R-45 Resolution

A Resolution of the City of Holly Hill, Florida, Supporting Placing the Renewal of the ECHO Grant and the Volusia Forever Land Acquisition Grant Program on the 2020 Ballot.

(Requested by Valerie Manning, City Clerk)

Commissioner Penny reminded the Commission about the ECHO Grant being placed on the 2020 ballot and asking for a letter of support or a Resolution from the city.

*Commissioner Penny made a motion to **AUTHORIZE THE MAYOR TO SIGN THAT RESOLUTION ON BEHALF OF THE CITY COMMISSION**, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 4-0. (Johnson absent)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2020-R-45

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SUPPORTING PLACING THE RENEWAL OF THE ECHO GRANT AND THE VOLUSIA FOREVER LAND ACQUISITION GRANT PROGRAM ON THE 2020 BALLOT.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SUPPORTING PLACING THE RENEWAL OF THE ECHO GRANT AND THE VOLUSIA FOREVER LAND ACQUISITION GRANT PROGRAM ON THE 2020 BALLOT.

WHEREAS, the Volusia League of Cities recognizes citizens voted in 2010, to pay 1/5 mil in property taxes for each of these two initiatives for 20 years; and

WHEREAS, ECHO and Volusia Forever are set to expire after 2020; and

WHEREAS, municipalities, historical societies, museums, parks, event venues, sports complexes, trails systems, preserves, and residents in our County have benefited from these grants programs; and

WHEREAS, during this time of pandemic sheltering, the county trail system has been needed recreation and relaxation and communing with nature; and

WHEREAS, time is needed for ballot issues to be studied, presented to the public, and promoted to the public.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill hereby supports placing the Renewal of the ECHO Grant and the Volusia Forever Land Acquisition Grant Program on the 2020 Ballot.

APPROVED AND AUTHENTICATED on this 9th day of SEPTEMBER, 2020.

Enacted and approved this 9th day of September, 2020, in Holly Hill



D. Mayor's Comments

Mayor Via reminded everyone that the American Legion, on September 11th they are having an event in honor of the fallen victims of September 11th at 7:00 PM. They asked him to say a few words. Everyone is invited as well as the public.

9. ADJOURNMENT

The meeting adjourned at approximately 8:00 PM.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: October 13, 2020
FROM: Valerie Manning
SUBJECT: A Resolution of the City of Holly Hill, Florida, Ratifying the Eastern Volusia Regional Water Authority 2020-2021 Budget; and Providing an Effective Date.
NUMBER: 2020-R-52
APPLICANT:
PLANNER:

DISCUSSION:

By Resolution 2010-R-78, the City Commission approved an Interlocal Agreement with the City of Daytona Beach and the City of South Daytona to create the Eastern Volusia Regional Water Authority (EVRWA) and the Interlocal Agreement requires that the City ratify EVRWA's annual budget prior to it becoming effective and make required contributions toward the administrative portion of the budget.

FISCAL ANALYSIS:

There is no current fiscal impact to the City of Holly Hill.

STAFF RECOMMENDATION:

Approve the Resolution as submitted by staff.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE THE RESOLUTION RATIFYING THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY 2020-2021 BUDGET.

ATTACHMENTS:

- EVRWA Budget FYE 9-30-2021 (PDF)

Resolution No. 2020-52**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY 2020-2021 BUDGET; AND PROVIDING AN EFFECTIVE DATE.****A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY 2020-2021 BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, by Resolution 2010-R-78, the City Commission approved an Interlocal Agreement with the City of Daytona Beach and the City of South Daytona, creating the Eastern Volusia Regional Water Authority (EVRWA); and

WHEREAS, the Interlocal Agreement requires that the City ratify EVRWA's annual budget prior to it becoming effective and make required contributions toward the administrative portion of the budget; and

WHEREAS, the proposed budget prepared by EVRWA for the 2020-2021 fiscal year shows that the EVRWA has reserved funds on hand; and

WHEREAS, EVRWA proposes to use these reserved funds to pay for each member's required contribution toward the administrative portion of the EVRWA budget for the 2020-2021 fiscal year; and

WHEREAS, the City Manager and Public Works Director recommend that the City ratify EVRWA's annual budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Based on the recitals above, the City Commission hereby ratifies the Eastern Volusia Regional Water Authority (EVRWA) 2020-2021 budget. No additional City funding is required in association with this ratification. A copy of the EVRWA's Budget FY ending 09/30/2021 is attached hereto and made a part hereof.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of OCTOBER, 2020.



EXHIBIT E

Eastern Volusia Regional Water Authority
EVRWA

BUDGET FYE 09/30/2021

Unreserved Beginning Fund Balance	\$39,876
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Revenues

Charges for Services

Membership fees – Daytona Beach	\$ 0.
Membership fees – Holly Hill	\$ 0.
Membership fees – South Daytona	\$ 0.

Miscellaneous

Interest Earnings	\$ 50.
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Total Revenues	\$ 50.
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Expenses

Materials and Services

Professional Fees	\$ 3,000.
Advertising	\$ 300.
State Filing Fees	\$ 200.

Total Expenses	\$ 3,500.
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Unreserved Ending Fund Balance	\$36,426
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**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

5.2

**City Commission
Resolution**

MEETING DATE: October 13, 2020
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge Removal, Hauling and Disposal Services; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2020-R-53
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission approved an agreement to provide specialized disposal and the transporting of Class "B" residual biosolids from the Wasterwater Treatment Plant on Resolution 2019-R-66 on October 8, 2019. This resolution amends Resolution 2019-R-66 to authorize annual contract expenditures not to exceed amounts for the initial contract term. These expenditures are contingent upon annual budget appropriations.

The approved contract term of this agreement is for a three (3) year period beginning on the date the contract is issued. This contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. All prices quoted shall remain firm for the first three (3) years of this agreement.

FISCAL ANALYSIS:

H&H the contract cost for years 2 and 3 of the contract are \$28.00/cubic yard with an annual not to exceed amount limit of \$161,800.00. Funding for this item is identified in Accounts 400-3010-533-3400 and 400-3020-535-3400

STAFF RECOMMENDATION:

Approve amended Resolution as submitted by staff.

COMMISSION GOALS:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages

public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AMENDING RESOLUTION 2019-R-66, AUTHORIZING AN ANNUAL NOT TO EXCEED CONTRACT EXPENDITURE WITH H&H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES FOR THE INITIAL CONTRACT TERM.

ATTACHMENTS:

- H&H ITB (PDF)
- ITB 19-WW-12 (PDF)
- Proposal Pricing Form Revised (PDF)
- Insurance Requirements Revised (PDF)
- Addendum 1 (PDF)
- Resolution 2019-R-66 H&H Sludge through 2024 (2) (PDF)

Resolution No. 2020-53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE RESOLUTION TO APPROVE A CONTRACT WITH H&H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING RESOLUTION 2019-R-66 AUTHORIZING ANNUAL CONTRACT EXPENDITURES WITH H&H LIQUID SLUDGE DISPOSAL, INC., FOR THE INITIAL CONTRACT TERM, TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved Resolution 2019-R-66 awarding a competitively bid contract with H&H Liquid Sludge Disposal, Inc., on October 8, 2019; and

WHEREAS, the City Commission approved an annual cost for fiscal year 2019-2020 of \$147,785; and

WHEREAS, Resolution 2019-R-66 authorized a unit cost of \$27.50/cuyd for year 1 and \$28.00/cuyd for years 2 and 3; and

WHEREAS, the City of Holly Hill, wants to amend Resolution 2019-R-66 to authorize the annual not to exceed annual operating costs for the fiscal years of 2020-2021 (contract year 2) and fiscal year 2021-2022 (contract year 3).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the amendment of Resolution 2019-R-66 to establish an annual not to exceed contract operating costs for the agreement with H&H Liquid Sludge Disposal, Inc., of \$161,800 for contract years 2 and 3 contingent upon annual budget appropriations.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of OCTOBER, 2020.

H&H Liquid Sludge Disposal, Inc.

Steve Hacht, President

P.O. Box 390, Branford, FL 32008

(800) 653-0386

biosolidsolutions@hhlstd.com

City of Holly Hill

Sludge Removal, Hauling and Disposal Services

**Invitation to Bid Number
ITB #19-WW-12**

**Opening: Tuesday, September 17, 2019
at 10:00 am**

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1. Management Summary

Liquid Sludge Disposal
H & H
 Inc.

P.O. Box 390 • Branford, Florida 32008 • (800) 653-0386

September 16, 2019
 ITB 19-WW-12

City of Holly Hill
 1065 Ridgewood Ave.
 Holly Hill, FL 32117

To Whom It May Concern,

H&H Liquid Sludge Disposal, Inc. is a Florida corporation, started in 1978, which provides transportation and disposal services to water and wastewater treatment facilities for their residual products. Today H&H LSD, Inc. is a leader in residuals management in Florida, serving more than 50 facilities in the State, and has access to over 48,000 acres of FDEP permitted pastureland available for biosolids land application.

Our company is dedicated to providing quality service at competitive pricing, as well as being stewards of the environment by partnering with experts in the agricultural and wastewater industries to ensure biosolids are reused in the most effective manner. H&H LSD, Inc. can provide the necessary equipment, qualified personnel, permits and BMF locations to satisfy the City's needs for the removal and disposal of Class "B" residual biosolids. Additionally, we are currently providing the City's Biosolids and Land Application services and hope to continue our relationship with the City of Holly Hill.

In regards to this invitation to bid, I may be contacted at (800) 653-0386 or via email at shacht@hhlstd.com if there are any questions.

Sincerely,



Steve Hacht, President
 H&H LSD, Inc.

Attachment: H&H ITB (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

2. Corporate Experience and Capacity

H&H Liquid Sludge Disposal, Inc. Corporate Experience

H&H LSD, Inc. is a family-owned corporation located in Branford, Florida. Since 1978, H&H has contracted with cities and counties to provide for their needs in water and wastewater management, such as agricultural site permitting, press dewatering, lime-stabilization, landfill and leachate hauling, biosolids composting, lift-station emergency pumping, operating wastewater treatment plants, and marketing compost and pelletized biosolid products. The company currently has over 55 qualified full-time employees and subcontractors, which include professional truck drivers, supervisors, field laborers and office staff.

H&H has developed an excellent rapport with city and county utilities statewide. The company is proud of its past performance and its present-day reputation of having the best and most dependable service in Florida's biosolids industry. The company takes pride in having accepted the challenge of biosolids management and is extremely pleased with its ability to handle numerous contracts at the same time.

In the 40 years of doing business, H&H has become a full-service entity that can perform various tasks in water and wastewater such as:

- 1) Transporting liquid and dewatered solids.
- 2) Land applying Class "B", Class "A", or Class "AA" residuals to citrus groves, farms, nurseries, ranches, and sod fields.
- 3) Dewatering wastewater sludge with filter belts and plate presses.
- 4) Lime stabilization of waste activated or non-vector biosolids.
- 5) Composting Class "B" biosolids to Class "AA".
- 6) Marketing Class "AA" for agricultural or commercial distribution.

H&H's primary objective will be to continue to service Florida Cities and Counties at fair prices and provide the latest waste technologies available.

H&H Liquid Sludge Disposal, Inc.
Equipment and Customer Specific Details

Company Equipment Listing

30 Tankers
132 Aluminum Dump Trailers
4 Semi-Tractors
14 Lease Semi-Tractors

ITB# 19-WW-12 Job Specific Equipment & Personnel

Primary

Unit# 306	Aluminum Dump Trailer	30 cubic yards
Unit# 308	Aluminum Dump Trailer	30 cubic yards
Unit# 316	Aluminum Dump Trailer	30 cubic yards

Tractor# 235116	Freightliner	80,000 lbs
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Secondary

Unit# 309	Aluminum Dump Trailer	30 cubic yards
Unit# 349	Aluminum Dump Trailer	30 cubic yards

Tractor# 3148	Mack	80,000 lbs
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Personnel

Steve Hacht, President/Owner	30 yrs	Company Tenure (30 yrs Industry Exp.)
Katie Matthews, Controller/Owner	17 yrs	Company Tenure (17 yrs Industry Exp.)
Luis Anuez, Logistics Coordinator	13 yrs	Company Tenure (36 yrs Industry Exp.)
Blake Hacht, Compliance Manager	6 yrs	Company Tenure (8 yrs Industry Exp.)
Truck Driver, Nathan Moat	10 yrs	Company Tenure (40 yrs Industry Exp.)
Truck Driver, Matt Falkner	3 mo	Company Tenure (29 yrs Industry Exp.)
Accounting, Sheila Morrison	36 yrs	Company Tenure (36 yrs Industry Exp.)

3. Customer Listing

H&H Liquid Sludge Disposal, Inc.
Customer Listing

Work of Similar Size and Scope

- 1) City of Cocoa
 Address: 375 N Cocoa Blvd, Cocoa, FL 32922
 Contact: Brent Heimbecker, Chief Operator
 Phone: (321) 802-8301
 Project Title: Biosolids Transportation and Disposal
 Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
 Dates of Service: August 2011 to present
- 2) City of Palm Bay
 Address: 1111 Troutman Blvd NE, Palm Bay, FL 32905
 Contact: Michael Saccoman, Wastewater Plant Supervisor
 Phone: (321) 952-3499
 Project Title: Biosolids Transportation & Disposal
 Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
 Dates of Service: October 1, 2013 to present
- 3) City of Edgewater
 Address: 409 Mango Tree Drive, Edgewater, FL 32132
 Contact: Eric Bosse, Superintendent
 Phone: (386) 424-2484
 Project Title: Biosolids Transportation and Land Application
 Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
 Dates of Service: June 2014 to present
- 4) City of Rockledge
 Address: 1600 Huntington Lane, Rockledge, FL 32955
 Contact: Jim Elmore, Director
 Phone: (321) 221-6377
 Project Title: Dewatered Sludge Transportation and Disposal Services
 Description: Hauling of biosolids for disposal at a permitted class on landfill.
 Dates of Service: October 2014 to present
- 5) St. Johns County
 Address: 1205 SR 16, St. Augustine, FL 32084
 Contact: Tony Cubbedge, Environmental Division Manager
 Phone: (904) 209-2620
 Project Title: Collection, Transportation & Disposal of Wastewater Sludge
 Description: Transport and dispose of Class B wastewater residuals from four Wastewater Treatment Facilities for land application of cake and liquid sludge.
 Dates of Service: June 2014 to present

- 10) Orange County
 Address: 4760 Sand Lake Road, Orlando, FL 32819
 Contact: Perry Davis, Senior Purchasing Agent
 Phone: (407) 836-5638
 Project Title: Biosolids Management
 Description: Transportation of biosolids material to a DEP permitted land application disposal site.
 Dates of Service: June 1, 2015 to December 2018

- 11) City of Lake City
 Address: 205 North Marion Avenue, Lake City, FL 32055
 Contact: Cody Pridgeon, Wastewater Director
 Phone: (386) 758-5455
 Project Title: Collection, Transportation and Disposal of Wastewater Sludge
 Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
 Dates of Service: March 2015 to present

4. Acceptance of Conditions

H&H Liquid Sludge Disposal, Inc.
Acceptance of Conditions

H&H Liquid Sludge Disposal, Inc. understands and accepts the conditions of the ITB, including insurance requirements, in its current form. No exceptions are proposed.

5. Documents

State of Florida

Department of State

I certify from the records of this office that H & H LIQUID SLUDGE DISPOSAL, INC. is a corporation organized under the laws of the State of Florida, filed on July 24, 1978.

The document number of this corporation is 579930.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, 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 Seventh day of February, 2019*



Randy Bue
Secretary of State

Tracking Number: 8705111666CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED

5.2.a

DOCUMENT# 579930

Feb 07, 2019

Entity Name: H & H LIQUID SLUDGE DISPOSAL, INC.

Secretary of State
8705111666CC

Current Principal Place of Business:

6990 US HWY 27
BRANFORD, FL 32008

Current Mailing Address:

P O BOX 390
BRANFORD, FL 32008 US

FEI Number: 59-1832613

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

RICK D. HACHT
6990 US HWY 27
BOX 390
BRANFORD, FL 32008 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT

Name HACHT, STEPHEN C

Address 27627 65TH ROAD

City-State-Zip: BRANFORD FL 32008

Title VP

Name HACHT, RICK D

Address 6990 US HWY 27

City-State-Zip: BRANFORD FL 32008

Title SECRETARY/TREASURER

Name MATTHEWS, KATHRYN HACHT

Address 6994 US HWY 27

City-State-Zip: BRANFORD FL 32008

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KATHRYN MATTHEWS

SEC/TREAS

02/07/2019

Electronic Signature of Signing Officer/Director Detail

Date

Attachment: H&H ITB (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

5.2.a

49-SH-1511512

Sewage Hauling

49-BID-383681

Issued To: H & H L.S.D., Inc
6990 U.S. Hwy. 27
Branford, FL 32008

County: **Osceola**
Amount Paid: \$ 2,150.00
Date Paid: 09/19/2018
Issued Date: 10/01/2018

Mail To: Rick Hacht (H & H L.S.D., Inc.)
P.O. Box 390
Branford, FL 32008

Permit Expires On: 09/30/2019

Issued By: *Bret A. Smith,*
Environmental Administrator

Department of Health in Osceola County
1 Courthouse Square, Suite 1200
Kissimmee, FL 34741

Owner: H & H L.S.D., Inc. (Hacht, Rick)

Total Capacity (Total Number of Disposal Trucks): 43

(407) 742-8606

Original Customer: H & H L.S.D., Inc (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

Attachment: H&H ITB (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

5.2.a

49-LS-1512259

Land Spread

49-BID-383760

Issued To: Deer Park Ranch-H & H
6354 Kempfer Road
Saint Cloud, FL 34773

County: **Osceola**
Amount Paid: \$ 300.00
Date Paid: 09/19/2018
Issued Date: 10/01/2018

Mail To: Rick Hacht (H & H L.S.D., Inc.)
P.O. Box 390
Branford, FL 32008

Permit Expires On: 09/30/2019

Issued By: *Bret A. Smith,*
Environmental Administrator

Department of Health in Osceola County
1 Courthouse Square, Suite 1200
Kissimmee, FL 34741

(407) 742-8606

Owner: H & H L.S.D., Inc. (Hacht, Rick)

Original Customer: Deer Park Ranch-H & H (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

Attachment: H&H ITB (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)



Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

THOMAS F. BARRY, JR.
SECRETARY

August 5, 1999

H & H Liquid Sludge Disposal, Inc.
Post Office Box 609
Ft. White, Florida 32038

Dear Motor Carrier:

This office has received your application for an Intrastate USDOT number (Form MCS -150/FL). Your application has been processed through the USDOT Motor Carrier Management Information Systems (MCMIS) and the following Intrastate USDOT number has been assigned to your company:

USDOT 821903FL

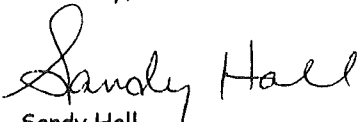
Your intrastate USDOT Identification Number must be displayed on vehicle(s) with the Florida suffix (FL) clearly printed at the end of the USDOT number, as specified in the Code of the Federal Regulations (CFR), Title 49, Part 390.21, which was adopted by Florida Statute 316.302. Provided for your information is an attached copy of CFR, Title 49 Part 390.21.

If this letter is received at a location other than your principal office (i.e., terminal or area office), please forward to the appropriate company officials. If there has been a change in your motor carrier name or principal office address, please correct the information shown at the top of this letter and return it to the following address:

Florida Department of Transportation
Motor Carrier Compliance Office
1815 Thomasville Road
Tallahassee, Florida 32303
Attention: Sandy Hall

Should you have any questions regarding the assignment of an Intrastate USDOT number or the adoption of the Federal Regulations by State Statutes for intrastate carriers, please feel free to contact my office at 850/922-0134, Monday-Friday (8am-5pm).

Sincerely,



Sandy Hall
Intrastate Identification
Program Manager

Attachment: H&H ITB (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

State of Florida
Department of Agriculture And Consumer Services

FERTILIZER LICENSE

Chapter 576, FLORIDA STATUTES

H & H LIQUID SLUDGE DISPOSAL, INC.
P.O. BOX 390
BRANFORD, FLORIDA 32008-0390
LICENSE NO. F001753

This is to certify that the person whose name and address shown above, has paid the required fees of \$200.00 and is hereby granted this license to distribute fertilizer in the State of Florida as defined in Section 576.021, F. S. This license will expire on JUNE 30, 2020.



NICOLE "NIKKI" FRIED
Commissioner





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/11/2019

5.2.a

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

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

PRODUCER RRL Insurance Agency. 4450 W. Eau Gallie Blvd., Suite 115 Melbourne FL 32934		CONTACT NAME: Tara Carney PHONE (A/C, No, Ext): 800-407-4077 E-MAIL ADDRESS: tcarney@rrl-ins.com		FAX (A/C, No): 321-752-7980
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Axis Insurance Company		37273
		INSURER B : Navigators Specialty Insurance Company		36056
		INSURER C : American Interstate Insurance Company		31895
		INSURER D : Markel American Ins. Co.		28932
		INSURER E : Lloyds of London		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 2090817892

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR ☒ NON-CONTRIBUTORY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	EMP19000570-01	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE \$ 5,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	FA18BAP02054202	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			SCT1005619	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	AVWCFL2771882019	3/14/2019	3/14/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	IN TRANSIT POLLUTION Property/Equipment	Y	Y	EMP19000570-01 MKLM4IM0049723	3/1/2019 3/1/2019	3/1/2020 3/1/2020	Limit 90% Co Insurance \$1,000 DED 1,000,000 Wind DED \$25,00 Wind DED \$10,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Holly Hill is named as additional insured with respect to the operations of the named insured only.

CERTIFICATE HOLDER

CANCELLATION 30

CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL FL 32117-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul [Signature]

6. Required Form Submittals

**PROFESSIONAL SERVICES AGREEMENT
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
Invitation to Bid (ITB) #19-WW-12**

THIS AGREEMENT is made and entered into this _____ day of October, 2019, by and between _____ H&H Liquid Sludge Disposal, Inc., duly authorized to conduct business in the State of Florida and whose address is P.O. Box 390, Branford, FL 32008, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB #19-WW-12), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:

Steve Hacht, President (Name, Title)
H&H Liquid Sludge Disposal, Inc. (Company)
P.O. Box 390 (Address)
Branford, FL 32008 (City, State, Zip)
(800) 653-0386 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

WITNESSES:

Sam Wilkins

FIRMS

By: SK

Steve Hacht, President

Kate Matthews

Dated: 9/16/2019

Attachments: A. ITB #19-WW-12

B. Firm Response to ITB

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2019 under Agenda Item No. _____.

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

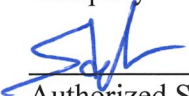
- ☒ The standard contract / agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☒ The **mailing envelope must be sealed and marked** with Qualification Number "ITB 19-WW-12", Proposal Title "SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES" and September 17, 2019 "@ 10:00 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE ITB NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

H&H Liquid Sludge Disposal, Inc.
Company


Authorized Signature

Steve Hacht, President
Printed Name & Title

biosolidsolutions@hhlsd.com
Email

P.O. Box 390
Address

Branford, FL 32008
City, State, Zip Code

(800) 653-0386
Telephone No.

(386) 935-0941
Fax No.

Attachment: H&H ITB (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

H&H Liquid Sludge Disposal, Inc.

Company

[Signature]

Authorized Signature

Steve Hacht, President

Printed Name & Title

biosolidsolutions@hhlsd.com

Email

P.O. Box 390

Address

Branford, FL 32008

City, State, Zip Code

(800) 653-0386

Telephone No.

(386) 935-0941

Fax No.

State of Florida)

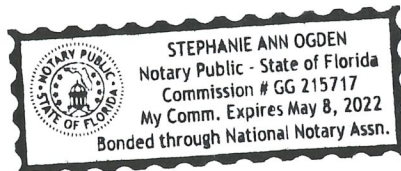
City of Branford)

SUBSCRIBED AND SWORN to before me this 16th day of September, 2019, by Steve Hacht, who is personally known to me to be the President for the Firm, OR who produced the following identification: _____.

[Signature: Stephanie Ogden]

Notary Public

My Commission Expires: May 8th 2022



PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
71#	@pmu_pb Ams lrw Qjsbec F_sjgle Qcptgacq	\$ 0*6..._l l s_j
53#	Agrw md Qs lpgqc Qcucp Qjsbec F_sjgle	\$ 53..._l l s_j
3.#	Kg_kg B_bc Ams lrw F_sjgle lb Bgqnmq_j md Aj qq @ @gmqmjgbq	\$ 0*..._l l s_j

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

@pmu_pb Ams lrw @gb Lm, MNL0//6324@/ Qjsbec F_sjgle Qcptgacq

OTHER INFORMATION ABOUT PROJECTS:

Projects involve the collection, transportation and disposal of Class B biosolids at permitted disposal facilities.

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ 36.*273,.. **Total Fees for work done on all City projects**

? sesqr /* 0./2 + ? sesqr 1/* 0./7

Qcptgac Amlrp_ar dmp @gmqmjgbq_lb J_lb ?nnjga_rgm1 dmp rfc Agrw md Fmjjw Fgjj (Resolution 2014-R-10)

Attachment: H&H ITB (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

REFERENCES:

Bank(s) Maintaining Account(s): _____

TD Bank, N.A., 600 NW 43rd Steet, Gainesville, FL 32607, Robert Oellrich (386) 758-7614

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

- ☒ Corporation/Years in Business: 41. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
- ☐ Partnership/Years in Business: _____
- ☐ Sole Proprietorship/Years in Business: _____
- ☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

H&H Liquid Sludge Disposal, Inc.

Company



Authorized Signature

Steve Hacht, President

Printed Name & Title

biosolidsolutions@hhlsl.com

Email

P.O. Box 390

Address

Branford, FL 32008

City, State, Zip Code

(800) 653-0386

Telephone No.

(386) 935-0941

Fax No.

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: ITB NO. 19-WW-12 - "SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

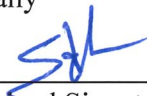
The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **ITB# 19-WW-12**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 16th day of September, 2019 in the City of Branford, in the State of Florida.

H&H Liquid Sludge Disposal, Inc.

Company



Authorized Signature

Steve Hacht, President

Printed Name & Title

biosolidsolutions@hhlsd.com

Email

P.O. Box 390

Address

Branford, FL 32008

City, State, Zip Code

(800) 653-0386

Telephone No.

(386) 935-0941

Fax No.

Attachment: H&H ITB (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
- This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.
- | | |
|--|---|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☐ 5. Other Insurance as indicated below: | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS (Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the ITB Number 19-WW12 and **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES.**

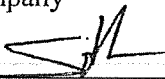
=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of ITB.

H&H Liquid Sludge Disposal, Inc.
Company

P.O. Box 390
Address



Authorized Signature

Branford, FL 32008
City, State, Zip Code

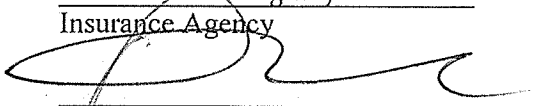
Steve Hacht, President
Printed Name & Title

(800) 653-0386
Telephone No.

biosolidsolutions@hhlstd.com
Email

(386) 935-0941
Fax No.

RRL Insurance Agency
Insurance Agency



Signature of Proposer's Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

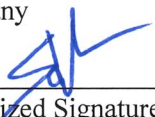
Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES
☐ NO

H&H Liquid Sludge Disposal, Inc.
 Company


 Authorized Signature

Steve Hacht, President
 Printed Name & Title

biosolidsolutions@hhlsd.com
 Email

P.O. Box 390

Address

Branford, FL 32008

City, State, Zip Code

(800) 653-0386

Telephone No.

(386) 935-0941

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Suwannee

Steve Hacht, being first duly sworn, deposes and says that:

He/she is President of H&H Liquid Sludge Disposal, Inc., Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

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

H&H Liquid Sludge Disposal, Inc.

Company



Authorized Signature

Steve Hacht, President

Printed Name & Title

biosolidsolutions@hhlsl.com

Email

P.O. Box 390

Address

Branford, FL 32008

City, State, Zip Code

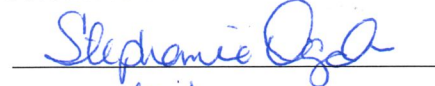
(800) 653-0386

Telephone No.

(386) 935-0941

Fax No.

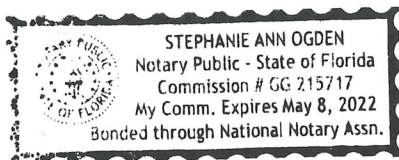
Subscribed and sworn to before me this 16th day of Sept, 2019.



Notary

Title

My Commission Expires: May 8th 2022



ACKNOWLEDGEMENTS
ITB # 19-WW12 Sludge Removal, Hauling and Disposal Services

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

H&H Liquid Sludge Disposal, Inc., P.O. Box 390, Branford, FL 32008
From : Insert Information "Contractor"

The Contractor agrees to provide **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** as defined in this Invitation to Bids document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the ITB requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** called for by the ITB documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the ITB.

Upon award of this ITB, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the ITB Documents.

The ITB Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these ITB Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this ITB Document.

Contractor shall guarantee **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** within 30 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 16th day of September, 2019
(Month) (Year)

Attachment: H&H ITB (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By:  / Steve Hacht
(Signature) (Print name)

Address: P.O. Box 390
Branford, FL 32008

Telephone: (800) 653-0386 Fax: (386) 935-0941

Taxpayer Identification Number (TIN/EIN): 59-1832613

State Under Which Corporation Was Chartered:
Florida

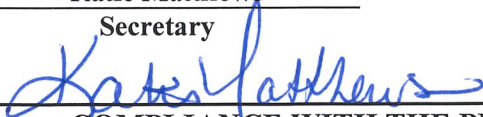
Corporate President: Steve Hacht
(Print Name)

Corporate Secretary: Katie Matthews
(Print Name)

Corporate Treasurer: Katie Matthews
(Print Name)

CORPORATE SEAL

Attest By: Katie Matthews
Secretary

Signature:  Date: 9/16/2019

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Attachment: H&H ITB (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
 386-248-9441
vmanning@hollyhillfl.org
 1065 Ridgewood Ave
 Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: H&H Liquid Sludge Disposal, Inc.

Authorized representative (printed): Steve Hacht, President

Authorized representative (signature): 

Project Number: ITB # 19-WW-12

Date: 9/16/2019

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Cocoa
 Address: 375 N Cocoa Blvd., Cocoa, FL 32922
 Point of Contact: Brent Heimbecker, Cheif Operator
 Phone #: (321) 802-8301 Email address: bheimbecker@cocoafl.org
 Service(s) Provided: Biosolids Transportation and Disposal
Hauling of Class B biosolids to a DEP permitted disposal site for land application.
 Dates of Service: August 2011 - current

2. Name of Company: City of Palm Bay
 Address: 1111 Troutman Blvd NE, Palm Bay, FL 32905
 Point of Contact: Michael Saccoman, Wastewater Plant Superintendent
 Phone #: (321) 952-3499 Email address: michael.saccoman@palmbayflorida.org
 Service(s) Provided: Biosolids Transporation & Disposal
Hauling of Class B biosolids to a DEP permitted disposal site for land application.
 Dates of Service: October 1, 2013 to present

3. Name of Company: City of Edgewater
 Address: 409 Mango Tree Drive, Edgewater, FL 32132
 Point of Contact: Eric Bosse, Superintendent
 Phone #: (386) 424-2484 Email address: ebosse@cityofedgewater.org
 Service(s) Provided: Biosolids Transportation and Land Application
Hauling of Class B biosolids to a DEP permitted disposal site for land application.
 Dates of Service: June 2014 - present

4. Name of Company: City of Rockledge
 Address: 1600 Huntington Lane, Rockledge, FL 32955
 Point of Contact: Jim Elmore, Director
 Phone #: (321) 221-6377 Email address: jelmore@cityofrockledge.org
 Service(s) Provided: Dewatered Sludge Transportation and Disposal Services
Hauling of biosolids for disposal at a permitted class one landfill.
 Dates of Service: October 2014 - present

Attachment: H&H ITB (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Steve Hacht, President

(Print Individual's Name and Title)

for H&H Liquid Sludge Disposal, Inc.

(Print Name of Entity Submitting Sworn Statement)

whose business is biosolids transportation and land application

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1832613

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(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 of 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(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.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(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 provisions 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.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

(Signature)

Sworn and subscribed before me this 16th day of September, 2019.

Personally known X

[Signature]

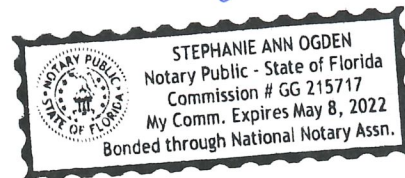
(Notary)

OR produced identification _____

Notary Public State of Florida

My commission expires: May 8, 2022

(Type of Identification)



VENDOR INFORMATION

Vendor is:

☒ Corporation☐ Partnership☐ Sole Proprietorship☐ Other _____ (Explain)Federal Employer Identification Number: 59-1832613Firm Name: H&H Liquid Sludge Disposal, Inc.Mailing Address: P.O. Box 390Branford, FL 32008Telephone No.: (800) 653-0386 Fax No.: (386) 935-0941Email Address: biosolidsolutions@hhlslsd.com Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by:  _____Name & Title Printed: Steve Hacht, President

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.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

H&H Liquid Sludge Disposal, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 390

6 City, state, and ZIP code

Branford, FL 32008

7 List account number(s) here (optional)

Requester's name and address (optional)

City of Holly Hill

1065 Ridgewood Ave.

Holly Hill, FL 32117

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 1 8 3 2 6 1 3

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 ►

Date ► 9/16/2019

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

7. Price Proposal Form

PROPOSAL PRICING FORM
ITB 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for H&H Liquid Sludge Disposal, Inc. **“Contractor”**

Price for removal, hauling and disposal services per Cubic Yard.

Year 1. \$27.50 per cubic yard

Year 2. \$28.00 per cubic yard

Year 3. \$28.00 per cubic yard

~~Monthly Base Fee to include any ancillary equipment and / or labor to move / bump the container in order to distribute the time within it.~~

Year 1. _____ monthly fee

Year 2. _____ monthly fee

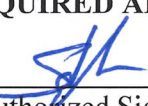
Year 3. _____ monthly fee

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.



 Authorized Signature

Steve Hacht, President
 Printed Name & Title

H&H Liquid Sludge Disposal, Inc.
 Company

9/16/2019
 Date

P.O. Box 390
 Address

Branford, FL 32008
 City, State, Zip Code

(800) 653-0386
 Telephone No.

biosolidsolutions@hhlsd.com
 Email Address.

8. Addendum & Invitation to Bid

**ADDENDUM NUMBER 1
RFP 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 19- WW-12** for the above **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All proposals are to be delivered before 10:00 a.m., on or before September 17, 2019 to:

City of Holly Hill City Clerk
1065 Ridgewood Avenue Holly Hill, Florida
32117

Number of bid proposals as shown on page 8 is revised as follows: Proposers must submit ~~TWO (2)~~ **FOUR (4)** total copies of the **proposal**, one (1) original **and Three (3) copies** and one (1) electronic copy in PDF format, on an USB flash drive.

Page 10 item 4) Terms and Conditions of contract is updated as follows: The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options that may be exercised **upon agreement by both parties** ~~at the discretion of the City.~~ The City will based any renewal on performance of the company and adherence to the terms and conditions set forth in the ITB documents. ~~The City retains the sole right to determine whether the extension option shall be granted.~~

Insurance Requirements form on page 30 and 31 of the bid, has been updated removing Other Insurance: Errors and Omissions or Professional Malpractice Coverage

Proposal Pricing form shown on the bid page 41 has been updated removing ancillary equipment and/or labor to move/bump container. The updated form is attached to this addendum.

QUESTIONS AND ANSWERS

Q1. Would you mind confirming that only two (2) copies of the bid are to be submitted (one original and one electronic), as reference on page 15, D- Delivery of Bids. I believe that it is only a typo on page 2, requesting (4) originals.

A1. Please provide 1 original with 3 copies along with an electronic copy in pdf format.

Q2. Can you please provide the current pricing for the removal, hauling and disposal services per Cubic Yard?

A2. \$715 per load of 30 cubic yards.

Q3. Can you please provide the current pricing for the Monthly Base Fee to include any ancillary equipment and /or labor to move/ bump container in order to distribute the lime within it?

A3. Proposal pricing form shown on the bid page 41 has been updated to delete ancillary equipment and labor. The update form is attached to this addendum.

Q4. Is it possible to have a site visit?

A4. Yes, you can contact John Dally at (386)248-9463 to scheduled site visit. Visit must occur before 5pm on September 13, 2019

Q5. Item 2 requested a General Liability policy with no limiting endorsements. This is rather broad as nearly all General Liability policies have some sort of limiting endorsements. Also item 5 other insurance indicates errors and omissions or professional malpractice coverage required?

A5. The City requires no limiting endorsements. The Other Insurance requirement for Errors and Omissions or Professional Malpractice Coverage has been removed. See updated insurance requirements form shown on addendum changes.

Q6. Is it mandatory for the contractor to own and operate and biosolids management facility?

A6. No, please see page 6 General Description of Specifications or Scope of Work which states: Contractor shall own and operate a Management Facility if necessary... Disposal at a fully licensed and permitted site as described in item 9) owned by another company is acceptable.

Q7. In the monthly fee for ancillary equipment and labor to move or bump the container in order to distribute the lime? What exactly is included in this item? There are no technical specifications to back up this line item.

A7. Proposal pricing form shown on the bid page 41 has been updated to delete ancillary equipment and labor. The update form is attached to this addendum.

Q8. On p.4 of the specs, 2nd paragraph, it states that the contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. On page 10, Item 4 Terms and Conditions of Contract, it mentions that the two (2) One-year extension options may be exercised at the discretion of the City.....and that the City retains the sole right to determine whether the extension option shall be granted. Do these statements conflict with each other?

A8. Please see updated terms and conditions for page 10 shown above.

Q9. How will the volume of material removed and disposed (both cubic yard and gallons) be determined/measured?

A9. Volume of material removed will be measured in cubic yards by the size of the truck.

Q10. Are the biosolids lime stabilized?

A10. yes

Q11. If the regulations for Class B application change causing increased costs is there a clause to renegotiate or opt out?

A11. This information is shown on Page 8, Item 3) regulatory requirements item E) states: "Sludge Removal, Hauling and Disposal Services Contractor agrees to bear all responsibility for transportation and land application of Biosolids as required by FAC 62-640 and Federal Biosolids regulations, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations. Sludge Removal, Hauling and Disposal Services Contractor shall assume all costs and responsibilities of hauling permit fees, penalties and fines by regulatory agencies that may be in charge of hauling and/or land applications. "

Q12. Have there been any odor complaints/conditions experienced in the past as a result of biosolids being land applied or retained at the application site? If so, how many and how were they handled/addressed?

A12. There have been no odor complaints.

Q.13 Does the City have the capability to move Contractor's provided trailers while loading or otherwise able to evenly load the trailers?

A13. Yes



Signature acknowledges receipt and understanding of this addendum.

Steve Hacht, President

Name/Title

9/16/2019

Date

RFP 19-WW-12 SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES – Addendum No. 1 9/06/2019

Attachment: H&H ITB (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

Invitation to Bid

NUMBER
ITB #19-WW-12



SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Stella Gurnee, Finance Director

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals to provide Sludge Removal, Hauling and Disposal Services for the City of Holly Hill. Proposals will be received until **September 17, 2019 at 10:00 a.m.**, by the City Clerk's Office, City Hall, 1065 Ridgewood Ave., Holly Hill, FL 32117.

ITB# 19-WW-12 "Sludge Removal, Hauling and Disposal Services"

Services to be provided shall include, but not be limited to the following:

Provide specialized disposal and transporting of residual biosolids from the City of Holly Hill's Advanced Wastewater Treatment Facility as needed in accordance with the terms, conditions, and specifications stated herein.

☒ A pre-bid conference is not applicable for this solicitation.

One (4) originals, and one (1) electronic copy on a USB flash drive, of the proposal should be delivered to the City Clerk's Office, City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117 in a sealed envelope plainly marked on the outside: **"ITB 19-WW-12 – Sludge Removal, Hauling and Disposal Services."**

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site.

City of Holly Hill does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Holly Hill Purchasing website: www.myvendorlink.com, and also posted in the Lobby of City Hall.

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1) Introduction/Overview

A) Purpose/Objective

The City of Holly Hill “CITY” has issued this Invitation to Bid (hereinafter, “ITB”) with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** in accordance with the specifications stated and/or attached herein/hereto. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer will hereinafter be referred to as the “Contractor”.

The term of this agreement shall be for a three (3) year period beginning on the date the contract is issued. This contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. All prices quoted shall remain firm for the first three (3) years of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Holly Hill, City Commission (herein after, the “Commission”), signed by all required parties and filed with the City Clerk.

The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality of grounds maintenance services are obtained at quality prices using the latest technology. **The City will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period.**

Termination or cancellation of the contract will not relieve the bidder of any obligations or any delivers or liabilities entered prior to termination of the contract. The Bidder may cancel the resulting contract with a one hundred and twenty (120) days written notice.

The City will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in Section “6L” of this ITB, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this ITB. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill’s Comprehensive Annual Financial Report for fiscal year 2017-2018 and in the City’s Annual Budget for fiscal year 2018-2019. Copies of these documents may be requested from the City Clerk via telephone (386)248-9441 or via e-mail from vmanning@hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **ITB** to Stella Gurnee, Finance Director, in writing to sgurnee@hollyhillfl.org. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from sgurnee@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the on Vendor Link (www.myvendorlink.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2018-R-30 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the proposal is responsive to the **ITB**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **ITB** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Bid Conference

☒ A pre-bid conference is not applicable for this solicitation.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **ITB** process.

Event	Date
Issue ITB Notice	August 21, 2019
Last Date for Receipt of Written Questions	September 4, 2019 – 10:00 am
Addendum Issued (If Applicable)	September 5, 2019
Opening Date	September 17, 2019 – 10:00 am
Evaluation Committee	September 24, 2019 – 2:00 pm
Notice of Recommendation	September 27, 2019
City Commission Hearing Date	October 8, 2019

2) General Description of Specifications or Scope of Work

The City is seeking the services of Sludge Removal, Hauling and Disposal Services to provide specialized disposal and the transporting of residual biosolids to include, but not limited to, to provide all equipment, materials, labor and other specialized services to the City Advanced Wastewater Treatment Facility located at 453 LPGA Boulevard, Holly Hill, Florida 32117. Sludge Hauler shall provide, but not limited to the following services:

The Contractor agrees to provide all equipment, materials, labor and other specialized services to the City for "Biosolids Transportation and Land Application." to haul and land apply the City's Wastewater Treatment Facility Class "B" Residual Biosolids.

- 1) The contractor shall provide for transporting biosolids from the treatment facility (453 LPGA Boulevard, Holly Hill, Florida) to disposal/land application site(s).
- 2) Trucks tractor/trailer or other suitable containers of sufficient capacity shall be provided at the City's facility for loading by City personnel.
- 3) Transporting equipment shall be readily movable by the City personnel to facilitate 365 day a year continuous loading and are subject to City approval.
- 4) Bid price for transporting biosolids shall include all costs, including staging / loading time, licensed drivers, insurance and all applicable permits for over the road hauling.
- 5) The contractor is responsible for transporting biosolids; the contractor agrees that biosolids disposal operation will not be halted due to transportation problems.
- 6) Contractor will have alternative equipment or operations in place to prevent this.
- 7) The contractor provides the transportation; contractor accepts responsibility for the biosolids after the city loads the material into contractor trucks or trailers for transportation to the land application site.
- 8) Contractor agrees to be responsible for any costs that may occur due to contractors not being able to accept biosolids at primary land application site. Contractor will be responsible for all addition costs incurred for alternative disposal.
- 9) Contractor shall own and operate a Management Facility if necessary; haul and land apply municipal biosolids. This Contractor or Facility shall operate under permits from the Florida Department of Environmental Protections (FDEP) as a licensed facility land application contractor of the final biosolids. The City is responsible to meet FDEP requirements. The Sludge Removal, Hauling and Disposal Services Contractor is the responsible party. Florida Statue 62-640.300 permit requirements: *(5) Responsibility for Treatment and Proper Use (b) The Contractor permittee shall be held responsible for management, use, land application violations that occur after its residuals have been accepted by a permitted residuals management facility of the City's wastewater with which the source facility at the City's Wastewater Treatment Facility's permittee has an agreement in accordance with Rule 62-640.880(1) (c), F.A.C., for management, use or land application.*

- 10) Contractor agrees to accept biosolids on a 365 day per year basis, as directed by the City of Holly Hill Wastewater Supervisor. Site delivery schedule may change at various times, when coordinated in advance by the Wastewater Supervisor.
- 11) The potential biosolids production during the period of this agreement will be approximately 190 to 270 dry tons per month. Dewatered biosolids shall range from 40 to 65 percent dry solids by weight, with an average of approximately 50 percent dry solids. A copy of a recent independent laboratory biosolids analysis is included in this specification.
- 12) Contractor and the City agree that biosolids production at the City's facility will vary annually, seasonally and monthly. Therefore, the values for the anticipated biosolids production are to serve only as a summary of past experience with respect to potential biosolids production during the contract period.

A) Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Qualification shall meet the following responsibilities/requirements:

- 1) **Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.
- 2) **General:**
 - A) Minimum five (5) years' experience in the Sludge Removal, Hauling and Disposal Services and disposal business, specifically hauling wastewater treatment plant sludge.
 - B) Must provide all required licenses, certifications and permits.
 - C) Proof of current insurance to meet the specifications listed in section x of these bid documents.
 - D) Must employ drivers with CDL licenses, licensed to operate in Florida
 - E) Must be able to produce letter or evidence that company is current and able to be provided credit by the receiving landfill.
 - F) The Contractor shall supply at no additional cost to the City of Holly Hill three (3) well maintained and serviced roadworthy thirty (30) yard tandem wheel trailers.
 - i. Two trailers shall will be clean and empty back-up trailers and the other shall be supplied for loading and remain under the filter press loading bay at all

times. The only reason one of these trailers would not be on site is for the purpose of unloading and cleaning.

- G) There shall at all times be at least two trailers on site for the purpose of 365 days a year continuous loading the City's Biosolids residual.
- H) Contractor will own or lease these trailers for the City of Holly Hill to use. All maintenance, insurance and repairs on the trailers will be the sole expense and responsibility of the Sludge Removal, Hauling and Disposal Services Contractor.

3) **Regulatory Requirements**

- A) It is understood that both the CITY and the Sludge Removal, Hauling and Disposal Services Contractor are currently under regulation by the Federal, State and local agencies or regulatory bodies. Both parties agree to abide by any pronouncement, order, regulation, permit, license, restriction, injunction, moratorium or denial of permission to operate imposed or issued by any of said agencies or bodies or by any court of competent jurisdiction.
- B) The City of Holly Hill will comply by local, state and federal regulations for Class "B" residual Biosolids. The Contractor will be required to take responsibility hauling and land application of the City of Holly Hill biosolids when the City loads the Contractor's trailer in the loading bay of the Solids Handling Building. The Contractor shall comply with all requirements with Domestic Wastewater Residuals, Chapter 62-640 of the Florida Administrative Code (F AC 62-640) and Federal Biosolids Regulations, U.S. EPA 40 CFR, Part 503 and any future updates/amendments to the above mentioned rules and regulations as minimum testing for all land application parameters.
- C) The City of Holly Hill will provide analysis as required by local, State, and Federal Regulations for Class "B" residual Biosolids.
- D) Sludge Removal, Hauling and Disposal Services Contractor accepts responsibility for biosolids as defined in F AC 62-640 and U.S. EPA CFR, Part 503. Biosolids provided by the CITY shall meet the chemical criteria for land application as outlined in FAC 62-640 and federal Biosolids Regulations, 40 CFR 503 and any future updates/amendments to the above mentioned rules and regulations.
- E) Sludge Removal, Hauling and Disposal Services Contractor agrees to bear all responsibility for transportation and land application of Biosolids as required by FAC 62-640 and Federal Biosolids regulations, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations. Sludge Removal, Hauling and Disposal Services Contractor shall assume all costs and responsibilities of hauling permit fees, penalties and fines by regulatory agencies that may be in charge of hauling and/or land applications.
- F) Sludge Removal, Hauling and Disposal Services Contractor agrees to provide CITY with land application records with FAC 62-640 and Federal Biosolids regulation, 40 CFR part 503, and any future updates / amendments to the above mentioned rules and

regulations.

- G) Sludge Removal, Hauling and Disposal Services Contractor will make official permit application permit modification for the CITY'S Biosolids within fourteen (14) days of notice to proceed.
- H) The Sludge Removal, Hauling and Disposal Services Contractor shall provide all land application sites, agricultural use plans, regulatory permits and reporting to the regulatory agencies on results of land application and loading of A.U.S. as required by law.

4) **Hauling Operations and Management**

- A) The contractor agrees to respond to all nuisance odor complaints/conditions, which may result from biosolids being land applied or retained at the application site.
- B) Contractor agrees to obtain, and maintain in good standing, all necessary local, regional, State, and Federal permits and licenses required to haul and land apply wastewater biosolids. The Contractor shall be responsible for all permitting of the land application sites.
- C) The Contractor shall prepare and submit in a timely manner all reports required by the staff of the City of Holly Hill Wastewater Treatment Facility, Federal, State, and local regulatory agencies.
- D) Trip/disposal tickets on a form acceptable to the City and Florida Department of Environmental Protection (FDEP) shall establish a change of custody from the City to the Contractor's disposal site and quantities delivered and land applied on permitted approved land use site.
- E) The contractor shall be responsible for all surcharges that may be imposed by the County or State.
- F) The contractor shall hold the City of Holly Hill harmless against all claims, damages, regulatory agency citations, losses and expenses that may arise from the transporting, storage distribution and application in which the City's biosolids are involved.
- G) The Contractor agrees to comply with the City requirements for entering into contracts for services as contained in other documents included in this package, note: (the insurance limits, requirements and coverage's).
- H) Sludge Removal, Hauling and Disposal Services Contractor may temporarily suspend land application operations for environmental consideration if warned by adverse weather, site specific conditions or permit requirements. (Back up weather sites and/or trailers must be available for 365 days of continuous hauling from the City of Holly Hill Wastewater Treatment Facility. Sludge Removal, Hauling and Disposal Services Contractor will be responsible for site storage of any additional trailers).

B) City's Responsibilities

City responsibilities include:

- 1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.
- 2) The City designates the Wastewater Supervisor of the City Wastewater Treatment Facility as being the representative of the City in all matters regarding biosolids treatment and coordinating biosolids treatment/disposal tickets for each load of disposed biosolids. All biosolids removed from the premises shall be checked by the Wastewater Supervisor or designee(s) who will collect and maintain trip/disposal tickets for each load of disposed biosolids.

3) City's Right to Inspect

Prior to award of bid, the City reserves the right to visit and inspect proposed disposal site(s), plant and access roads, and be provide copies of all permits, agreements and other documentation associated with the use of the site(s) for biosolids treatment and land application disposal.

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **ITB** with your submittal.

A contract/agreement resulting from this **ITB** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **ITB**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options that may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the extension option shall be granted.

Pricing of hauling and land application may be revised in year four and five upon anniversary date of the contract by 75% of the Southern Region All Items CPI Index. The Contractor shall notice the City of any price increase by April 15 of the preceding fiscal year.

5) General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Community Development Department, (386) 248-9422.

B) Principals/Collusion

By submission of this ITB, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **ITB**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **ITB**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **ITB** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor,

or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this ITB document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

Q) Vendor Preference

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vendor preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non-local vendor shall be granted with City Commission approval.

6) Instructions for Bid

A) Compliance with the ITB

Bids must be in strict compliance with this **ITB**. Failure to comply with all provisions of the **ITB** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **ITB**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period

without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of \$300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Bids

All bids are to be delivered before 10:00 a.m., local time, on or before September 17, 2019 to:

**City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117**

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit TWO (2) total copies of the , one (1) original and one (1) electronic copy in PDF format, on an USB flash drive.

List the Proposal Number on the outside of the box or envelope and note "Invitation to Bid enclosed."

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

- 1) The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.
- 2) Invitation to Bids (**ITB**) issued.
- 3) Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposal appears to be minimally responsive to the requirements of the published **ITB**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.
- 4) The committee members shall review each Proposal individually and score each Proposal based on the evaluation criteria stated herein.
- 5) Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
- 6) The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **ITB** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the ITB

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **ITB**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and

request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **ITB** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **ITB** prior to submitting the Proposals or it shall be waived.

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **ITB**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **ITB**. Any portions of the Proposals that do not comply with these guidelines

must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **ITB**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

Title Page:

Title Page shall show the Invitation to Bid's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary:

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Proposal is certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II – Corporate Experience and Capacity:

The Proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

- a. A description of the company, including the number of years in business, number of employees, list of equipment owned by the company, and list of vehicles used for transport.
- b. Description of the company as to whether it is a sole proprietorship, partnership, corporation, LLC or Joint-Venture. List all individual owners of ten percent (10 %) or more.

3) Tab III – Customer Listing:

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this ITB.

Information provided for each clients shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel? (
- Would you use this Contractor again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each Qualification.

5) Tab IV – Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the ITB, and to insurance requirements or any other requirements listed in the ITB. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

6) Tab V – Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

7) Tab VI – Required Form Submittals

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder

- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

8) Tab VII – Price Proposal Form – (The form included in this ITB document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services.

Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 30% of an available 100% total value (30-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	30	30.0
Company #2	\$108,000.00	\$100,000.00	92.6%	30	27.78
Company #2	\$120,000.00	\$100,000.00	83.3%	30	24.99

L) Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this ITB, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this ITB, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the

City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Capacity to Perform Work: • Work efficiently and within reasonable time constraints. • The ability to perform necessary work under the contract. • The ability to provide financial stability over the term of the contract.	25
Professional Proposals: • Including specialized experience and technical competence, necessary to satisfactory performance of the required services as described in the Scope of Work.	25
Price	30
Compliance and acceptance of terms of this ITB	20
Total Points	100

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

7) Contract / Agreement and All Required Forms

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Public Entity Crimes Statement
- Compliance with Public Records Law
- References Form
- Vendor Information
- W9
- Proposal Pricing Form

Invitation to Bid

NUMBER
ITB #19-WW-12



SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Stella Gurnee, Finance Director

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals to provide Sludge Removal, Hauling and Disposal Services for the City of Holly Hill. Proposals will be received until **September 17, 2019 at 10:00 a.m.**, by the City Clerk's Office, City Hall, 1065 Ridgewood Ave., Holly Hill, FL 32117.

ITB# 19-WW-12 "Sludge Removal, Hauling and Disposal Services"

Services to be provided shall include, but not be limited to the following:

Provide specialized disposal and transporting of residual biosolids from the City of Holly Hill's Advanced Wastewater Treatment Facility as needed in accordance with the terms, conditions, and specifications stated herein.

☒ A pre-bid conference is not applicable for this solicitation.

One (4) originals, and one (1) electronic copy on a USB flash drive, of the proposal should be delivered to the City Clerk's Office, City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117 in a sealed envelope plainly marked on the outside: **"ITB 19-WW-12 – Sludge Removal, Hauling and Disposal Services."**

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site.

City of Holly Hill does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Holly Hill Purchasing website: www.myvendorlink.com, and also posted in the Lobby of City Hall.

Attachment: ITB 19-WW-12 (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

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1) Introduction/Overview

A) Purpose/Objective

The City of Holly Hill “CITY” has issued this Invitation to Bid (hereinafter, “**ITB**”) with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** in accordance with the specifications stated and/or attached herein/hereto. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer will hereinafter be referred to as the “Contractor”.

The term of this agreement shall be for a three (3) year period beginning on the date the contract is issued. This contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. All prices quoted shall remain firm for the first three (3) years of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Holly Hill, City Commission (herein after, the “Commission”), signed by all required parties and filed with the City Clerk.

The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality of grounds maintenance services are obtained at quality prices using the latest technology. **The City will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period.**

Termination or cancellation of the contract will not relieve the bidder of any obligations or any delivers or liabilities entered prior to termination of the contract. The Bidder may cancel the resulting contract with a one hundred and twenty (120) days written notice.

The City will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in Section “6L” of this **ITB**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **ITB**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill’s Comprehensive Annual Financial Report for fiscal year 2017-2018 and in the City’s Annual Budget for fiscal year 2018-2019. Copies of these documents may be requested from the City Clerk via telephone (386)248-9441 or via e-mail from vmanning@hollyhillfl.org . The City of Holly Hill is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **ITB** to Stella Gurnee, Finance Director, in writing to sgurnee@hollyhillfl.org. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from sgurnee@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the on Vendor Link (www.myvendorlink.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2018-R-30 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the proposal is responsive to the **ITB**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **ITB** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Bid Conference

☒ A pre-bid conference is not applicable for this solicitation.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **ITB** process.

Event	Date
Issue ITB Notice	August 21, 2019
Last Date for Receipt of Written Questions	September 4, 2019 – 10:00 am
Addendum Issued (If Applicable)	September 5, 2019
Opening Date	September 17, 2019 – 10:00 am
Evaluation Committee	September 24, 2019 – 2:00 pm
Notice of Recommendation	September 27, 2019
City Commission Hearing Date	October 8, 2019

2) General Description of Specifications or Scope of Work

The City is seeking the services of Sludge Removal, Hauling and Disposal Services to provide specialized disposal and the transporting of residual biosolids to include, but not limited to, to provide all equipment, materials, labor and other specialized services to the City Advanced Wastewater Treatment Facility located at 453 LPGA Boulevard, Holly Hill, Florida 32117. Sludge Hauler shall provide, but not limited to the following services:

The Contractor agrees to provide all equipment, materials, labor and other specialized services to the City for "Biosolids Transportation and Land Application." to haul and land apply the City's Wastewater Treatment Facility Class "B" Residual Biosolids.

- 1) The contractor shall provide for transporting biosolids from the treatment facility (453 LPGA Boulevard, Holly Hill, Florida) to disposal/land application site(s).
- 2) Trucks tractor/trailer or other suitable containers of sufficient capacity shall be provided at the City's facility for loading by City personnel.
- 3) Transporting equipment shall be readily movable by the City personnel to facilitate 365 day a year continuous loading and are subject to City approval.
- 4) Bid price for transporting biosolids shall include all costs, including staging / loading time, licensed drivers, insurance and all applicable permits for over the road hauling.
- 5) The contractor is responsible for transporting biosolids; the contractor agrees that biosolids disposal operation will not be halted due to transportation problems.
- 6) Contractor will have alternative equipment or operations in place to prevent this.
- 7) The contractor provides the transportation; contractor accepts responsibility for the biosolids after the city loads the material into contractor trucks or trailers for transportation to the land application site.
- 8) Contractor agrees to be responsible for any costs that may occur due to contractors not being able to accept biosolids at primary land application site. Contractor will be responsible for all addition costs incurred for alternative disposal.
- 9) Contractor shall own and operate a Management Facility if necessary; haul and land apply municipal biosolids. This Contractor or Facility shall operate under permits from the Florida Department of Environmental Protections (FDEP) as a licensed facility land application contractor of the final biosolids. The City is responsible to meet FDEP requirements. The Sludge Removal, Hauling and Disposal Services Contractor is the responsible party. Florida Statue 62-640.300 permit requirements: *(5) Responsibility for Treatment and Proper Use (b) The Contractor permittee shall be held responsible for management, use, land application violations that occur after its residuals have been accepted by a permitted residuals management facility of the City's wastewater with which the source facility at the City's Wastewater Treatment Facility's permittee has an agreement in accordance with Rule 62-640.880(1) (c), F.A.C., for management, use or land application.*

- 10) Contractor agrees to accept biosolids on a 365 day per year basis, as directed by the City of Holly Hill Wastewater Supervisor. Site delivery schedule may change at various times, when coordinated in advance by the Wastewater Supervisor.
- 11) The potential biosolids production during the period of this agreement will be approximately 190 to 270 dry tons per month. Dewatered biosolids shall range from 40 to 65 percent dry solids by weight, with an average of approximately 50 percent dry solids. A copy of a recent independent laboratory biosolids analysis is included in this specification.
- 12) Contractor and the City agree that biosolids production at the City's facility will vary annually, seasonally and monthly. Therefore, the values for the anticipated biosolids production are to serve only as a summary of past experience with respect to potential biosolids production during the contract period.

A) Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Qualification shall meet the following responsibilities/requirements:

- 1) **Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.
- 2) **General:**
 - A) Minimum five (5) years' experience in the Sludge Removal, Hauling and Disposal Services and disposal business, specifically hauling wastewater treatment plant sludge.
 - B) Must provide all required licenses, certifications and permits.
 - C) Proof of current insurance to meet the specifications listed in section x of these bid documents.
 - D) Must employ drivers with CDL licenses, licensed to operate in Florida
 - E) Must be able to produce letter or evidence that company is current and able to be provided credit by the receiving landfill.
 - F) The Contractor shall supply at no additional cost to the City of Holly Hill three (3) well maintained and serviced roadworthy thirty (30) yard tandem wheel trailers.
 - i. Two trailers shall will be clean and empty back-up trailers and the other shall be supplied for loading and remain under the filter press loading bay at all

times. The only reason one of these trailers would not be on site is for the purpose of unloading and cleaning.

- G) There shall at all times be at least two trailers on site for the purpose of 365 days a year continuous loading the City's Biosolids residual.
- H) Contractor will own or lease these trailers for the City of Holly Hill to use. All maintenance, insurance and repairs on the trailers will be the sole expense and responsibility of the Sludge Removal, Hauling and Disposal Services Contractor.

3) **Regulatory Requirements**

- A) It is understood that both the CITY and the Sludge Removal, Hauling and Disposal Services Contractor are currently under regulation by the Federal, State and local agencies or regulatory bodies. Both parties agree to abide by any pronouncement, order, regulation, permit, license, restriction, injunction, moratorium or denial of permission to operate imposed or issued by any of said agencies or bodies or by any court of competent jurisdiction.
- B) The City of Holly Hill will comply by local, state and federal regulations for Class "B" residual Biosolids. The Contractor will be required to take responsibility hauling and land application of the City of Holly Hill biosolids when the City loads the Contractor's trailer in the loading bay of the Solids Handling Building. The Contractor shall comply with all requirements with Domestic Wastewater Residuals, Chapter 62-640 of the Florida Administrative Code (F AC 62-640) and Federal Biosolids Regulations, U.S. EPA 40 CFR, Part 503 and any future updates/amendments to the above mentioned rules and regulations as minimum testing for all land application parameters.
- C) The City of Holly Hill will provide analysis as required by local, State, and Federal Regulations for Class "B" residual Biosolids.
- D) Sludge Removal, Hauling and Disposal Services Contractor accepts responsibility for biosolids as defined in F AC 62-640 and U.S. EPA CFR, Part 503. Biosolids provided by the CITY shall meet the chemical criteria for land application as outlined in FAC 62-640 and federal Biosolids Regulations, 40 CFR 503 and any future updates/amendments to the above mentioned rules and regulations.
- E) Sludge Removal, Hauling and Disposal Services Contractor agrees to bear all responsibility for transportation and land application of Biosolids as required by FAC 62-640 and Federal Biosolids regulations, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations. Sludge Removal, Hauling and Disposal Services Contractor shall assume all costs and responsibilities of hauling permit fees, penalties and fines by regulatory agencies that may be in charge of hauling and/or land applications.
- F) Sludge Removal, Hauling and Disposal Services Contractor agrees to provide CITY with land application records with FAC 62-640 and Federal Biosolids regulation, 40 CFR part 503, and any future updates / amendments to the above mentioned rules and

regulations.

- G) Sludge Removal, Hauling and Disposal Services Contractor will make official permit application permit modification for the CITY'S Biosolids within fourteen (14) days of notice to proceed.
 - H) The Sludge Removal, Hauling and Disposal Services Contractor shall provide all land application sites, agricultural use plans, regulatory permits and reporting to the regulatory agencies on results of land application and loading of A.U.S. as required by law.
- 4) **Hauling Operations and Management**
- A) The contractor agrees to respond to all nuisance odor complaints/conditions, which may result from biosolids being land applied or retained at the application site.
 - B) Contractor agrees to obtain, and maintain in good standing, all necessary local, regional, State, and Federal permits and licenses required to haul and land apply wastewater biosolids. The Contractor shall be responsible for all permitting of the land application sites.
 - C) The Contractor shall prepare and submit in a timely manner all reports required by the staff of the City of Holly Hill Wastewater Treatment Facility, Federal, State, and local regulatory agencies.
 - D) Trip/disposal tickets on a form acceptable to the City and Florida Department of Environmental Protection (FDEP) shall establish a change of custody from the City to the Contractor's disposal site and quantities delivered and land applied on permitted approved land use site.
 - E) The contractor shall be responsible for all surcharges that may be imposed by the County or State.
 - F) The contractor shall hold the City of Holly Hill harmless against all claims, damages, regulatory agency citations, losses and expenses that may arise from the transporting, storage distribution and application in which the City's biosolids are involved.
 - G) The Contractor agrees to comply with the City requirements for entering into contracts for services as contained in other documents included in this package, note: (the insurance limits, requirements and coverage's).
 - H) Sludge Removal, Hauling and Disposal Services Contractor may temporarily suspend land application operations for environmental consideration if warned by adverse weather, site specific conditions or permit requirements. (Back up weather sites and/or trailers must be available for 365 days of continuous hauling from the City of Holly Hill Wastewater Treatment Facility. Sludge Removal, Hauling and Disposal Services Contractor will be responsible for site storage of any additional trailers).

B) City's Responsibilities

City responsibilities include:

- 1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.
- 2) The City designates the Wastewater Supervisor of the City Wastewater Treatment Facility as being the representative of the City in all matters regarding biosolids treatment and coordinating biosolids treatment/disposal tickets for each load of disposed biosolids. All biosolids removed from the premises shall be checked by the Wastewater Supervisor or designee(s) who will collect and maintain trip/disposal tickets for each load of disposed biosolids.

3) City's Right to Inspect

Prior to award of bid, the City reserves the right to visit and inspect proposed disposal site(s), plant and access roads, and be provide copies of all permits, agreements and other documentation associated with the use of the site(s) for biosolids treatment and land application disposal.

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **ITB** with your submittal.

A contract/agreement resulting from this **ITB** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **ITB**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options that may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the extension option shall be granted.

Pricing of hauling and land application may be revised in year four and five upon anniversary date of the contract by 75% of the Southern Region All Items CPI Index. The Contractor shall notice the City of any price increase by April 15 of the preceding fiscal year.

5) General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Community Development Department, (386) 248-9422.

B) Principals/Collusion

By submission of this ITB, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **ITB**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **ITB**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **ITB** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor,

or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **ITB** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **ITB**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

Q) Vendor Preference

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vendor preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non-local vendor shall be granted with City Commission approval.

6) Instructions for Bid

A) Compliance with the ITB

Bids must be in strict compliance with this **ITB**. Failure to comply with all provisions of the **ITB** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **ITB**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period

without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of \$300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Bids

All bids are to be delivered before 10:00 a.m., local time, on or before September 17, 2019 to:

**City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117**

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit TWO (2) total copies of the , one (1) original and one (1) electronic copy in PDF format, on an USB flash drive.

List the Proposal Number on the outside of the box or envelope and note "Invitation to Bid enclosed."

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

- 1) The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.
- 2) Invitation to Bids (**ITB**) issued.
- 3) Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposal appears to be minimally responsive to the requirements of the published **ITB**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.
- 4) The committee members shall review each Proposal individually and score each Proposal based on the evaluation criteria stated herein.
- 5) Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
- 6) The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **ITB** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the ITB

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **ITB**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and

request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **ITB** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **ITB** prior to submitting the Proposals or it shall be waived.

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **ITB**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **ITB**. Any portions of the Proposals that do not comply with these guidelines

must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **ITB**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

Title Page:

Title Page shall show the Invitation to Bid's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary:

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Proposal is certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II – Corporate Experience and Capacity:

The Proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

- a. A description of the company, including the number of years in business, number of employees, list of equipment owned by the company, and list of vehicles used for transport.
- b. Description of the company as to whether it is a sole proprietorship, partnership, corporation, LLC or Joint-Venture. List all individual owners of ten percent (10 %) or more.

3) Tab III – Customer Listing:

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this ITB.

Information provided for each clients shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel? (
- Would you use this Contractor again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each Qualification.

5) Tab IV – Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the ITB, and to insurance requirements or any other requirements listed in the ITB. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

6) Tab V – Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

7) Tab VI – Required Form Submittals

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder

- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

8) Tab VII – Price Proposal Form – (The form included in this ITB document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services.

Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 30% of an available 100% total value (30-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	30	30.0
Company #2	\$108,000.00	\$100,000.00	92.6%	30	27.78
Company #2	\$120,000.00	\$100,000.00	83.3%	30	24.99

L) Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this ITB, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this ITB, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the

City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Capacity to Perform Work: • Work efficiently and within reasonable time constraints. • The ability to perform necessary work under the contract. • The ability to provide financial stability over the term of the contract.	25
Professional Proposals: • Including specialized experience and technical competence, necessary to satisfactory performance of the required services as described in the Scope of Work.	25
Price	30
Compliance and acceptance of terms of this ITB	20
Total Points	100

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

7) Contract / Agreement and All Required Forms

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Public Entity Crimes Statement
- Compliance with Public Records Law
- References Form
- Vendor Information
- W9
- Proposal Pricing Form

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ The standard contract / agreement has been signed and included.
- ☐ All applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Qualification Form is included.
- ☐ Any addenda have been signed and included.
- ☐ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☐ The **mailing envelope must be sealed and marked** with Qualification Number "ITB 19-WW-12", Proposal Title "SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES" and September 17, 2019 "@ 10:00 am".
- ☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE ITB NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

**PROFESSIONAL SERVICES AGREEMENT
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
Invitation to Bid (ITB) #19-WW-12**

THIS AGREEMENT is made and entered into this _____ day of October, 2019, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, hereinafter, called “CONTRACTOR” and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called “CITY”.

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB #19-WW-12), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties’ Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR’s estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. “Reimbursable Expenses” means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City’s Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:

_____, _____ (Name, Title)
_____. (Company)
_____ (Address)
_____ (City, State, Zip)
_____ (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

WITNESSES:

FIRMS

By: _____

_____, _____

Dated: _____

Attachments: A. ITB #19-WW-12

B. Firm Response to ITB

Approved by the City Commission of the City of
Holly Hill at a meeting held on this _____
day of _____, 2019 under
Agenda Item No. _____.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)
City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: _____.

Notary Public

My Commission Expires: _____

Attachment: ITB 19-WW-12 (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
		\$ _____
		\$ _____
		\$ _____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$_____ **Total Fees for work done on all City projects**

Attachment: ITB 19-WW-12 (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company_____
Address_____
Authorized Signature_____
City, State, Zip Code_____
Printed Name & Title_____
Telephone No._____
Email_____
Fax No.

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: ITB NO. 19-WW-12 - "SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **ITB# 19-WW-12**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Attachment: ITB 19-WW-12 (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
- This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.
- | | |
|--|---|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

- ☒ 11. The Certificate must state the **ITB Number 19-WW12 and SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES.**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **ITB**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

Attachment: ITB 19-WW-12 (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐ YES
☐ NO

 Company

 Address

 Authorized Signature

 City, State, Zip Code

 Printed Name & Title

 Telephone No.

 Email

 Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

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

Company_____
Address_____
Authorized Signature_____
City, State, Zip Code_____
Printed Name & Title_____
Telephone No._____
Email_____
Fax No.

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Title

My Commission Expires: _____

Attachment: ITB 19-WW-12 (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

ACKNOWLEDGEMENTS
ITB # 19-WW12 Sludge Removal, Hauling and Disposal Services

**To: City of Holly Hill
 1065 Ridgewood Ave
 Holly Hill, FL 32117**

**From : _____
 Insert Information "Contractor"**

The Contractor agrees to provide SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES as defined in this Invitation to Bids document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the ITB requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES called for by the ITB documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the ITB.

Upon award of this ITB, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the ITB Documents.

The ITB Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these ITB Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this ITB Document.

Contractor shall guarantee SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES within _____ calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

**Dated this _____ day of _____, _____
 (Month) (Year)**

Attachment: ITB 19-WW-12 (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: () _____ **Fax:** () _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ **Fax:** (____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ **Date:** _____

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Attachment: ITB 19-WW-12 (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk

386-248-9441

vmanning@hollyhillfl.org

1065 Ridgewood Ave

Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **ITB # 19-WW-12**

Date: _____

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

2. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

3. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

4. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by _____

(Print Individual's Name and Title)

for _____

(Print Name of Entity Submitting Sworn Statement)

whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(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 of 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(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.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(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 provisions 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.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this _____ day of _____, 2019.

Personally known _____

(Notary)

OR produced identification _____

Notary Public State of _____

(Type of Identification)

My commission expires: _____

Attachment: ITB 19-WW-12 (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

VENDOR INFORMATION

Vendor is:

☐ Corporation☐ Partnership☐ Sole Proprietorship☐ Other _____ (Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

PROPOSAL PRICING FORM
ITB 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for _____ “Contractor”

Price for removal, hauling and disposal services per Cubic Yard.

Year 1. _____ per cubic yard

Year 2. _____ per cubic yard

Year 3. _____ per cubic yard

Monthly Base Fee to include any ancillary equipment and / or labor to move / bump the container in order to distribute the time within it.

Year 1. _____ monthly fee

Year 2. _____ monthly fee

Year 3. _____ monthly fee

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone No.

Date

Email Address.

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--	---	---

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

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).

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 on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cut and use this label for Proposal Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

ITB # 19-WW-12

Sludge Removal, Hauling and Disposal Services

OPENING DATE/TIME:
September 17, 2019
by 10:00 a.m.

PROPOSAL PRICING FORM
ITB 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for _____ “Contractor”

Price for removal, hauling and disposal services per Cubic Yard.

Year 1. _____ per cubic yard

Year 2. _____ per cubic yard

Year 3. _____ per cubic yard

~~Monthly Base Fee to include any ancillary equipment and / or labor to move / bump the container in order to distribute the time within it.~~

~~Year 1. _____ monthly fee~~

~~Year 2. _____ monthly fee~~

~~Year 3. _____ monthly fee~~

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone No.

Date

Email Address.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
- This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.
- | | |
|--|---|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☐ 5. Other Insurance as indicated below: | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

- ☒ 11. The Certificate must state the **ITB Number 19-WW12** and **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES.**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **ITB**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

**ADDENDUM NUMBER 1
RFP 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 19- WW-12** for the above **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All proposals are to be delivered before 10:00 a.m., on or before September 17, 2019 to:

City of Holly Hill City Clerk
1065 Ridgewood Avenue Holly Hill, Florida
32117

Number of bid proposals as shown on page 8 is revised as follows: Proposers must submit ~~TWO (2)~~ **FOUR (4)** total copies of the **proposal**, one (1) original **and Three (3) copies** and one (1) electronic copy in PDF format, on an USB flash drive.

Page 10 item 4) Terms and Conditions of contract is updated as follows: The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options that may be exercised **upon agreement by both parties** ~~at the discretion of the City.~~ The City will based any renewal on performance of the company and adherence to the terms and conditions set forth in the ITB documents. ~~The City retains the sole right to determine whether the extension option shall be granted.~~

Insurance Requirements form on page 30 and 31 of the bid, has been updated removing Other Insurance: Errors and Omissions or Professional Malpractice Coverage

Proposal Pricing form shown on the bid page 41 has been updated removing ancillary equipment and/or labor to move/bump container. The updated form is attached to this addendum.

QUESTIONS AND ANSWERS

Q1. Would you mind confirming that only two (2) copies of the bid are to be submitted (one original and one electronic), as reference on page 15, D- Delivery of Bids. I believe that it is only a typo on page 2, requesting (4) originals.

A1. Please provide 1 original with 3 copies along with an electronic copy in pdf format.

Q2. Can you please provide the current pricing for the removal, hauling and disposal services per Cubic Yard?

A2. \$715 per load of 30 cubic yards.

Q3. Can you please provide the current pricing for the Monthly Base Fee to include any ancillary equipment and /or labor to move/ bump container in order to distribute the lime within it?

A3. Proposal pricing form shown on the bid page 41 has been updated to delete ancillary equipment and labor. The update form is attached to this addendum.

Q4. Is it possible to have a site visit?

A4. Yes, you can contact John Dally at (386)248-9463 to scheduled site visit. Visit must occur before 5pm on September 13, 2019

Q5. Item 2 requested a General Liability policy with no limiting endorsements. This is rather broad as nearly all General Liability policies have some sort of limiting endorsements. Also item 5 other insurance indicates errors and omissions or professional malpractice coverage required?

A5. The City requires no limiting endorsements. The Other Insurance requirement for Errors and Omissions or Professional Malpractice Coverage has been removed. See updated insurance requirements form shown on addendum changes.

Q6. Is it mandatory for the contractor to own and operate and biosolids management facility?

A6. No, please see page 6 General Description of Specifications or Scope of Work which states: Contractor shall own and operate a Management Facility if necessary... Disposal at a fully licensed and permitted site as described in item 9) owned by another company is acceptable.

Q7. In the monthly fee for ancillary equipment and labor to move or bump the container in order to distribute the lime? What exactly is included in this item? There are no technical specifications to back up this line item.

A7. Proposal pricing form shown on the bid page 41 has been updated to delete ancillary equipment and labor. The update form is attached to this addendum.

Q8. On p.4 of the specs, 2nd paragraph, it states that the contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. On page 10, Item 4 Terms and Conditions of Contract, it mentions that the two (2) One-year extension options may be exercised at the discretion of the City.....and that the City retains the sole right to determine whether the extension option shall be granted. Do these statements conflict with each other?

A8. Please see updated terms and conditions for page 10 shown above.

Q9. How will the volume of material removed and disposed (both cubic yard and gallons) be determined/measured?

A9. Volume of material removed will be measured in cubic yards by the size of the truck.

Q10. Are the biosolids lime stabilized?

A10. yes

Q11. If the regulations for Class B application change causing increased costs is there a clause to renegotiate or opt out?

A11. This information is shown on Page 8, Item 3) regulatory requirements item E) states: "Sludge Removal, Hauling and Disposal Services Contractor agrees to bear all responsibility for transportation and land application of Biosolids as required by FAC 62-640 and Federal Biosolids regulations, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations. Sludge Removal, Hauling and Disposal Services Contractor shall assume all costs and responsibilities of hauling permit fees, penalties and fines by regulatory agencies that may be in charge of hauling and/or land applications. "

Q12. Have there been any odor complaints/conditions experienced in the past as a result of biosolids being land applied or retained at the application site? If so, how many and how were they handled/addressed?

A12. There have been no odor complaints.

Q.13 Does the City have the capability to move Contractor's provided trailers while loading or otherwise able to evenly load the trailers?

A13. Yes

Signature acknowledges receipt and understanding of this addendum.

Name/Title

Date

RFP 19-WW-12 SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES – Addendum No. 1 9/06/2019

Attachment: Addendum 1 (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☐ 5. Other Insurance as indicated below: | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

- ☒ 11. The Certificate must state the **ITB Number 19-WW12** and **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **ITB**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

Attachment: Addendum 1 (2020-R-53 : Amending Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge)

PROPOSAL PRICING FORM
ITB 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for _____ “Contractor”

Price for removal, hauling and disposal services per Cubic Yard.

Year 1. _____ per cubic yard

Year 2. _____ per cubic yard

Year 3. _____ per cubic yard

~~Monthly Base Fee to include any ancillary equipment and / or labor to move / bump the container in order to distribute the time within it.~~

~~Year 1. _____ monthly fee~~

~~Year 2. _____ monthly fee~~

~~Year 3. _____ monthly fee~~

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone No.

Date

Email Address.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

1275

MEETING DATE: October 8, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Three (3) Year Contract with the Option of Two (2) One Year Renewals with H & H Liquid Sludge Disposal, Inc., to Provide Sludge Removal, Hauling and Disposal Services; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-66
APPLICANT:
PLANNER:

DISCUSSION:

The City wishes to contract services to provide specialized disposal and the transporting of Class "B" residual biosolids from the Wastewater Treatment Plant for land application in accordance with the specifications stated and/or attached herein/hereto.

Proposals were received on September 17, 2019 at 10:00 a.m.

The term of this agreement will be for a three (3) year period beginning on the date the contract is issued. This contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. All prices quoted shall remain firm for the first three (3) years of this agreement.

FISCAL ANALYSIS:

Three vendors submitted proposals:

- H&H Liquid Sludge Disposal, Inc.
- Sweetwater Environmental, Inc.
- Synagro South, LLC

All bidders were considered responsive, with H&H being the lowest at \$27.50/cuyd for year 1 and \$28.00/cuyd for years 2 and 3. Based on the 2019 sludge hauling, this equates to a first-year anticipated cost of \$147,785.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into a contract with H&H Liquid Sludge Disposal, Inc., to

provide sludge removal, hauling and disposal services.

COMMISSION GOALS:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT, WITH THE OPTION FOR TWO (2) ONE YEAR RENEWALS, WITH H&H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES.

ATTACHMENTS:

- H & H Sludge Removal - ITB Submittal for SLUDGE HAULING (PDF)
- Proposal for Holly Hill, FL Sludge Removal, Hauling & Disposal - Submitted by Synagro South, LLC (PDF)
- Sweetwater ITB Submittal for SLUDGE HAULING (PDF)
- RFP_19-WW-12_Sludge_Hauling (PDF)
- RFP_19-WW-12_Sludge_Hauling-proposed pricing form revised (PDF)
- RFP_19-WW-12_Sludge_Hauling-insurance requirements updated (PDF)
- RFP 19-WW-12 Addendum No 1 (PDF)

Resolution No. 2019-66

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH THE OPTION OF TWO (2) ONE YEAR RENEWALS WITH H & H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH THE OPTION FOR TWO (2) ONE YEAR RENEWALS, WITH H&H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed operating costs as part of the fiscal year 2019-20 budget; and

WHEREAS, the City has competitively bid the contract which had the bid opening on September 17, 2019; and

WHEREAS, H&H Liquid Sludge Disposal, Inc was the lowest responsive bidder, at \$27.50/cuyd for year 1 and \$28.00/cuyd for years 2 and 3.

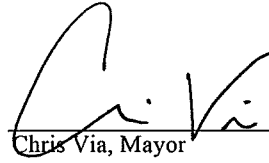
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into a three (3) year agreement, with the option for two (2) one year renewals, with H&H Liquid Sludge Disposal, Inc., to provide sludge removal, hauling and disposal services.

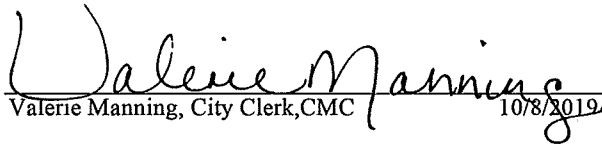
SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019.


Chris Via, Mayor

10/8/2019


Valerie Manning, City Clerk, CMC 10/8/2019

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: October 13, 2020
FROM: Valerie Manning
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Sign a Lease Agreement Between the City of Holly Hill and the Council on Aging (COA) of Volusia County, Inc., Establishing the Terms of This Agreement; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2020-R-54
APPLICANT:
PLANNER:

DISCUSSION:

On August 23, 2019 a letter was sent to the Council on Aging (COA) extending their final one-year extension of the facility use agreement for use of Sica Hall. The City exercised its right to extend the agreement for one final year with that term expiring on September 30, 2020.

The City of Holly Hill would like to enter into an agreement with the Council on Aging to lease SICA Hall Community Center, 1065 Daytona Avenue, Holly Hill, FL 32117, to provide senior programs as well as meals to seniors in our community.

The Council on Aging provides Meals on Wheels to home bound seniors over the age of 60, as well as, meals in the SICA Hall dining facility for those able to travel to the facility. Additionally, the Council on Aging provides senior center programming including Bingo, Card Games, Dancing and other social activity groups.

Under the lease agreement the Council on Aging agrees to pay the City of Holly Hill \$50.00 per month. The Council on Aging will continue to be responsible for any damage to the leased premises due to negligent or intentional actions of the licensee's employees, agents, independent contractors or persons served by the Council on Aging.

If approved, this lease agreement shall commence on October 1, 2020 and end on September 30, 2023. Subsequent to the conclusion of the initial three (3) year term, it is proposed that the City Manager may renew this contract for an additional two (2) successive one (1) year terms.

FISCAL ANALYSIS:

This agreement will continue a revenue for the City of \$100.00 per month. The City will incur additional cleaning costs but will handle work with budgeted staff.

STAFF RECOMMENDATION:

Approve the resolution and attached agreement and authorize the City Manager to enter into a lease agreement with the Council on Aging.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE THE RESOLUTION AND THE ATTACHED AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE COUNCIL ON AGING OF VOLUSIA COUNTY, INC.

ATTACHMENTS:

- COA Agreement Oct 1, 2020- Sept. 31. 2023 FINAL (PDF)
- COA Agreement Oct 1, 2020- Sept. 31. 2023 redline version (PDF)

Resolution No. 2020-54**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE COUNCIL ON AGING (COA) OF VOLUSIA COUNTY, INC., ESTABLISHING THE TERMS OF THIS AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE COUNCIL ON AGING (COA) OF VOLUSIA COUNTY, INC., ESTABLISHING THE TERMS OF THIS AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to continue its relationship with the Council on Aging of Volusia County, Inc., to provide Meals on Wheels and senior service programming at Sica Hall, located at 1065 Daytona Avenue, Holly Hill, Florida; and

WHEREAS, the Council on Aging of Volusia County desires to obtain permission to operate its Meals on Wheels and dine in Nutrition Program at Sica Hall; and

WHEREAS, the Council On Aging of Volusia County has a mission to promote healthy, independent living through caring and compassionate services; and

WHEREAS, the Parties hereby warrant to each other that each has the full power and authority to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission of the City of Holly Hill hereby grants permission to the Council on Aging of Volusia County to enter upon the premises for the operation of Meals on Wheels and Dine In Nutrition Programs and other Council on Aging programs as agreed to as they arise during the terms and conditions of the attached Agreement.

SECTION 2. That the City Manager is hereby authorized to sign a lease agreement, attached hereto, for the use of Sica Hall Community Center.

SECTION 3. That the term of this agreement shall commence on October 1, 2020 and end on September 30, 2023. The agreement provides for two additional one year renewal terms.

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

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of OCTOBER, 2020.

**LEASE AGREEMENT BETWEEN
CITY OF HOLLY HILL AND
COUNCIL ON AGING**

THIS LEASE AGREEMENT is made and entered into by and between the CITY OF HOLLY HILL, a municipal corporation organized and existing under the laws of the State of Florida, with its principal place of business at 1065 Ridgewood Avenue, Holly Hill, FL 32117, hereinafter referred to as "Lessor" and the COUNCIL ON AGING OF VOLUSIA COUNTY, INC., a Florida non-profit corporation, with its principal place of business at 160 North Beach Street, Daytona Beach, FL 32114, hereinafter referred to as "Lessee".

SECTION 1

DESCRIPTION OF LICENSED PREMISES

Lessor hereby grants a nonexclusive lease to Lessee for the use of Sica Hall Community Center, 1065 Daytona Ave., Holly Hill, FL 32117, for use by the Council on Aging of Volusia County, Inc., for its programs. The Lessee's use of the Sica Hall Community Center shall include use of all furnishings.

The Lessor reserves the right to use the facilities as needed for City Business with two days phone or email notification to Lessee with acknowledgement. The Lessor reserves the right to rent the facility to other community groups anytime on weekends and after 4:00 p.m. during the weekdays.

SECTION 2

TERM OF LEASE

This Lease agreement shall commence on October 1, 2020 and end on September 30, 2023. Subsequent to the conclusion of the initial two (2) year term, the City Manager may renew this Contract for two (2) successive one (1) year terms. Should the LESSOR wish to renew this Contract, the LESSOR shall provide written notice to the LESSEE no later than thirty (30) days prior to the ending date. During the term of this agreement, the Lessee shall have use of the Leased premises (as described in paragraph 1 above), on Monday, Thursday and Friday of each week between the hours of 8:00 a.m. and 2:00 p.m., and on Tuesday and Wednesday of each week between the hours of 8:00 a.m. and 4:00 p.m..

Upon two days written email notification and approval of the City Manager, the Lessee may use Leased premises after 4:00p.m. weekdays and anytime on weekends for the sole purpose of providing programming for seniors.

SECTION 3
FEES AND REVENUES

Revenues (fees and client contributions) for Lessee managed Federal and State grants, including but not limited to, Counseling, Energy Assistance, Congregate Dining, Home Delivered Meals and Transportation, and for Council on Aging fundraising activities, including, but not limited to Senior Trips and the Annual Walk for Meals on Wheels, shall be retained by the Lessee. Lessee shall also retain fees and revenues generated from memberships, activities and classes for the sole purpose of continued programming.

SECTION 4
MAINTENANCE AND UTILITIES

Lessor shall provide all custodial services, routine maintenance, repairs due to normal wear and tear, and utilities, excluding telephone and Internet, for the Leased premises.

Lessee shall be responsible for all damage caused to the leased premises due to negligent or intentional actions of the Lessee's employees, agents, independent contractors or persons served by the Lessee.

SECTION 5
SICA HALL RULES AND REGULATIONS

The Lessee shall abide by all current Sica Hall Rules and Regulations. The Lessor reserves the right to modify the existing rules and adopt new rules during the term of this Agreement and the Lessee shall be bound by said modification(s) or new rules upon two (2) weeks written notification.

In addition to the Rules referenced above, the Lessee and Lessor hereby agree to the following:

1. The Lessee shall, at its sole cost, install and maintain a dedicated phone line for the exclusive use of the Lessee. At the end of the term of this Agreement, the Lessee shall, at its sole cost, remove the phone line if requested by the Lessor.
2. The Lessee shall be permitted to use steam tables and warming trays.
3. All equipment used by the Lessee must be stored in a storage closet within Sica Hall when not in use not including refrigerators and steam tables.
4. The Lessee may store milk products in the refrigerator during the week, but all milk products of the Lessee must be removed by the end of the

day on Friday. No milk products may be stored in the refrigerator over the weekend.

5. The Lessee is solely responsible for set-up, break down, and proper clean-up of the rooms and storage of equipment each day.

SECTION 6

PAYMENTS TO LICENSOR

Lessee hereby agrees to pay the Lessor the sum of \$50.00 per month, the payment shall be due and payable on October 1, 2020, and each subsequent payment shall be due and payable on the same date of each subsequent month. Payment not received by the 10th of each month shall be deemed delinquent and a late fee of 10% shall be due and payable.

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SECTION 7

SURRENDER OF PREMISES

Lessee agrees to surrender the premises at the expiration of the Lease Agreement in as good condition as they were at its commencement excepting reasonable use and wear.

SECTION 8

ASSIGNMENT

This Lease agreement may not be assigned without the written permission of the Lessor.

SECTION 9

ALTERATION TO THE BUILDING

The Lessee shall not make any alterations to the Leased premises without the prior written consent of Lessor, under penalty of forfeiture and damages. Any such alteration shall then become the property of the Lessor.

SECTION 10

USE OF PREMISES

Lessee agrees not to occupy or use the premises or permit the same to be occupied or used for any business except for activities for senior citizens in Holly

Hill and the surrounding vicinity, without the advance written consent of Lessor, under penalty of forfeiture and damages.

SECTION 11 **DEFAULT**

If Lessee defaults under this agreement by failing to provide the consideration described herein, or default occurs in the performance of any of the agreements contained in this Lease Agreement, and such default is not cured within thirty days from the date written notice of such default is delivered to Lessee by Lessor, then at the option of Lessor, this agreement shall terminate.

SECTION 12 **INSURANCE**

1. Liability Insurance. Lessee hereby agrees, at all times during the term hereof, to obtain, maintain, and keep in force, comprehensive general public liability insurance against claims for personal injury, death or property damage occurring in, on or about the leased premises, with aggregate single limit coverage in an amount no less than ONE MILLION DOLLARS (\$1,000,000). Bodily injury and property damage coverage shall include; Premises and Operations, Personal injury-ABC and Blanket Contractual Liability. Lessee shall name Lessor as an additional insured on the aforesaid policy of insurance. Lessee shall present proof of said insurance to Lessor's City Manager upon request. Lessee additionally agrees that Lessor has the right to notice at least 30 days before cancellation of any insurance policies, and upon cancellation, Lessor has the right to immediately terminate this Agreement. Lessee shall present proof of said insurance to Lessor's City Manager annually by October 1 and upon request by Lessor
2. Workers Compensation Insurance. Lessee shall purchase and maintain workers compensation insurance for all its employees as required by Florida Law and present proof of said insurance to Lessor's City Manager annually by October 1 of each year and upon request by Lessor.
3. Acts Causing Cancellation. No use shall be made or permitted to be made of the premises, or acts done, that will cause a cancellation of any insurance policy covering the premises, or any part of the premises. Lessee shall not permit to be kept or used, in or about the premises, any article prohibited by the standard for fire insurance policies. Lessee shall, at its sole cost, comply with all requirements, pertaining to the managed premises, of any insurance organization or company, necessary for the maintenance of insurance, as herein provided, covering any building and appurtenances at any time located on the premises.

SECTION 13**NECESSARY FURNISHINGS AND RECREATIONAL EQUIPMENT**

Lessee's use of its own furnishings and recreation equipment at the premises shall be at its own risk. Lessee waives any right to bring a claim for damages or negligence against Lessor, and holds Lessor harmless, for any loss or destruction of any or all of the Lessee's furnishings and recreational equipment arising out of fire, flood, theft, vandalism, riot, civil disturbance, or any other cause.

SECTION 14**INDEMNITY**

Lessee covenants and agrees to hold harmless and Indemnify the Lessor from any and all liability that might arise from the interest created in this Lessee Agreement, and from the use of care of the said property described herein and leased by the Lessee.

SECTION 15**NOTICE**

All notices to be given with respect to this Agreement shall be in writing unless stated otherwise. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

SECTION 16**SEVERABILITY**

Should any term, covenant, condition, provision, sentence or part thereof of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall, nevertheless, remain in full force and effect.

SECTION 17
CONSTRUCTION

The headings and subheadings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement.

SECTION 18
ATTORNEY'S FEES AND COSTS

In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

The City of Holly Hill and Council on Aging of Volusia County, Inc. agree and declare that it is their intent that the aforesaid Sections constitute the complete and final expression of their Agreement.

SECTION 19
RENEWAL

At least thirty (30) days before the expiration of the Lease, either party shall have the option to provide written notice to the other party of their intent not to renew this agreement. In the event neither party provides the other party with such written notice as required herein, this agreement shall be extended for an additional year on the same terms and conditions.

SECTION 20
FIRE INSPECTION

The Lessor will forward a copy of its signed annual Fire Inspection Report to the Lessee.

SECTION 21

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SECTION 21
TERMINATION NOTICE

Both parties reserve the right to terminate this Agreement, with or without cause, upon 90 days written notice to the other party.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the _____ day of _____, 2020.

City of Holly Hill

Council on Aging of Volusia County, Inc.

By _____
Joseph Forte, City Manager

By _____

Title: _____

Date: _____

Date: _____

LEASE AGREEMENT BETWEEN CITY OF HOLLY HILL AND COUNCIL ON AGING

THIS LEASE AGREEMENT is made and entered into by and between the CITY OF HOLLY HILL, a municipal corporation organized and existing under the laws of the State of Florida, with its principal place of business at 1065 Ridgewood Avenue, Holly Hill, FL 32117, hereinafter referred to as "Lessor" and the COUNCIL ON AGING OF VOLUSIA COUNTY, INC., a Florida non-profit corporation, with its principal place of business at 160 North Beach Street, Daytona Beach, FL 32114, hereinafter referred to as "Lessee".

SECTION 1

DESCRIPTION OF LICENSED PREMISES

Lessor hereby grants a nonexclusive lease to Lessee for the use of Sica Hall Community Center, 1065 Daytona Ave., Holly Hill, FL 32117, for use by the Council on Aging of Volusia County, Inc., for its programs. The Lessee's use of the Sica Hall Community Center shall include use of all furnishings.

The Lessor reserves the right to use the facilities as needed for City Business with two days phone or email ~~notice~~notification to Lessee with acknowledgement. The Lessor reserves the right to rent the facility to other community groups anytime on weekends and after 4:00 p.m. during the weekdays. ~~Furthermore, the Lessor reserves the right to install book cases for the use of the general public. The public will have access to take/leave a book during the hours the Lessee is operating. Lessee will monitor public activity of access to the book area but not be responsible for the maintenance and upkeep of the book shelves.~~

SECTION 2

TERM OF LEASE

This Lease agreement shall commence on October 1, 2016-2020 and end on September 30, 2018-2023. Subsequent to the conclusion of the initial two (2) year term, the City Manager may renew this Contract for two (2) successive one (1) year terms. Should the LESSOR wish to renew this Contract, the LESSOR shall provide written notice to the LESSEE no later than thirty (30) days prior to the ending date. During the term of this agreement, the Lessee shall have use of the Leased premises (as described in paragraph 1 above), on Monday, Thursday and Friday of each week between the hours of 8:00 a.m. and 2:00 p.m., and on Tuesday and Wednesday of each week between the hours of 8:00 a.m. and 4:00 p.m..

Upon two days written email notification and approval of the City Manager, the Lessee may use Leased premises after 4:00p.m. weekdays and anytime on weekends for the sole purpose of providing programming for seniors.

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SECTION 3

FEES AND REVENUES

Revenues (fees and client contributions) for Lessee managed Federal and State grants, including but not limited to, Counseling, Energy Assistance, Congregate Dining, Home Delivered Meals and Transportation, and for Council on Aging fundraising activities, including, but not limited to Senior Trips and the Annual Walk for Meals on Wheels, shall be retained by the Lessee. Lessee shall also retain fees and revenues generated from memberships, activities and classes for the sole purpose of continued programming.

SECTION 4

MAINTENANCE AND UTILITIES

Lessor shall provide all custodial services, routine maintenance, repairs due to normal wear and tear, and utilities, excluding telephone and Internet, for the Leased premises.

Lessee shall be responsible for all damage caused to the leased premises due to negligent or intentional actions of the Lessee's employees, agents, independent contractors or persons served by the Lessee.

SECTION 5

SICA HALL RULES AND REGULATIONS

The Lessee shall abide by all current Sica Hall Rules and Regulations. The Lessor reserves the right to modify the existing rules and adopt new rules during the term of this Agreement and the Lessee shall be bound by said modification(s) or new rules upon two (2) weeks written notification.

In addition to the Rules referenced above, the Lessee and Lessor hereby agree to the following:

1. The Lessee shall, at its sole cost, install and maintain a dedicated phone line for the exclusive use of the Lessee. At the end of the term of this Agreement, the Lessee shall, at its sole cost, remove the phone line if requested by the Lessor.
2. The Lessee shall be permitted to use steam tables and warming trays.
3. All equipment used by the Lessee must be stored in a storage closet within Sica Hall when not in use not including refrigerators and steam tables.
4. The Lessee may store milk products in the refrigerator during the week, but all milk products of the Lessee must be removed by the end of the

day on Friday. No milk products may be stored in the refrigerator over the weekend.

5. The Lessee is solely responsible for set-up, break down, and proper clean-up of the rooms and storage of equipment each day.

SECTION 6

PAYMENTS TO LICENSOR

Lessee hereby agrees to pay the Lessor the sum of \$50.00 per month, the payment shall be due and payable on October 1, 2016~~2020~~, and each subsequent payment shall be due and payable on the same date of each subsequent month. Payment not received by the ~~10th~~^{10th} of each month shall be deemed delinquent and a late fee of 10% shall be due and payable.

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SECTION 7

SURRENDER OF PREMISES

Lessee agrees to surrender the premises at the expiration of the Lease Agreement in as good condition as they were at its commencement excepting reasonable use and wear.

SECTION 8

ASSIGNMENT

This Lease agreement may not be assigned without the written permission of the Lessor.

SECTION 9

ALTERATION TO THE BUILDING

The Lessee shall not make any alterations to the Leased premises without the prior written consent of Lessor, under penalty of forfeiture and damages. Any such alteration shall then become the property of the Lessor.

SECTION 10

USE OF PREMISES

Lessee agrees not to occupy or use the premises or permit the same to be occupied or used for any business except for activities for senior citizens in Holly

Hill and the surrounding vicinity, without the advance written consent of Lessor, under penalty of forfeiture and damages.

SECTION 11

DEFAULT

If Lessee defaults under this agreement by failing to provide the consideration described herein, or default occurs in the performance of any of the agreements contained in this Lease Agreement, and such default is not cured within thirty days from the date written notice of such default is delivered to Lessee by Lessor, then at the option of Lessor, this agreement shall terminate; ~~and Lessor shall and may reenter the premises and remove all persons from them.~~

SECTION 12

INSURANCE

1. Liability Insurance. ~~Lessor~~ Lessee hereby agrees, at all times during the term hereof, to obtain, maintain, and keep in force, comprehensive general public liability insurance against claims for personal injury, death or property damage occurring in, on or about the leased premises, with aggregate single limit coverage in an amount no less than ONE MILLION DOLLARS (\$1,000,000). Bodily injury and property damage coverage shall include; Premises and Operations, Personal injury-ABC and Blanket Contractual Liability. Lessee shall name Lessor as an additional insured on the aforesaid policy of insurance. Lessee shall present proof of said insurance to Lessor's City Manager upon request. Lessee additionally agrees that Lessor has the right to notice at least 30 days before cancellation of any insurance policies, and upon cancellation, Lessor has the right to immediately terminate this Agreement. Lessee shall present proof of said insurance to Lessor's City Manager annually by October 1 and upon request by Lessor
2. Workers Compensation Insurance. Lessee shall purchase and maintain workers compensation insurance for all its employees as required by Florida Law and present proof of said insurance to Lessor's City Manager annually by October 1 of each year and upon request by Lessor.
3. Acts Causing Cancellation. No use shall be made or permitted to be made of the premises, or acts done, that will cause a cancellation of any insurance policy covering the premises, or any part of the premises. Lessee shall not permit to be kept or used, in or about the premises, any article prohibited by the standard for fire insurance policies. Lessee shall, at its sole cost, comply with all requirements, pertaining to the managed premises, of any insurance organization or company, necessary for the maintenance of insurance, as herein provided, covering any building and appurtenances at any time located on the premises.

SECTION 13**NECESSARY FURNISHINGS AND RECREATIONAL EQUIPMENT**

Lessee's use of its own furnishings and recreation equipment at the premises shall be at its own risk. Lessee waives any right to bring a claim for damages or negligence against Lessor, and holds Lessor harmless, for any loss or destruction of any or all of the Lessee's furnishings and recreational equipment arising out of fire, flood, theft, vandalism, riot, civil disturbance, or any other cause.

SECTION 14**INDEMNITY**

Lessee covenants and agrees to hold harmless and Indemnify the Lessor from any and all liability that might arise from the interest created in this Lessee Agreement, and from the use of care of the said property described herein and leased by the Lessee.

SECTION 15**NOTICE**

All notices to be given with respect to this Agreement shall be in writing unless stated otherwise. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

SECTION 16**SEVERABILITY**

Should any term, covenant, condition, provision, sentence or part thereof of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall, nevertheless, remain in full force and effect.

SECTION 17
CONSTRUCTION

The headings and subheadings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement.

SECTION 18
ATTORNEY'S FEES AND COSTS

In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

The City of Holly Hill and Council on Aging of Volusia County, Inc. agree and declare that it is their intent that the aforesaid Sections constitute the complete and final expression of their Agreement.

SECTION 19
RENEWAL

At least thirty (30) days before the expiration of the Lease, either party shall have the option to provide written notice to the other party of their intent not to renew this agreement. In the event neither party provides the other party with such written notice as required herein, this agreement shall be extended for an additional year on the same terms and conditions.

SECTION 20
FIRE INSPECTION

The Lessor will forward a copy of its signed annual Fire Inspection Report to the Lessee.

SECTION 21
RELOCATION

~~Lessor shall have the right to relocate this operation to the Holly Hill Community Complex located at 1200 Center Street, Holly Hill, FL 32117 with sixty (60) days' written notice. The Lessor will pay the cost of all relocation of equipment and kitchen.~~

SECTION 21
TERMINATION NOTICE

Both parties reserve the right to terminate this Agreement, with or without cause, upon ~~60~~90 days written notice to the other party.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the _____ day of _____, 2020.

City of Holly Hill

Council on Aging of Volusia County, Inc.

By _____
Joseph Forte, City Manager

By _____

Title: _____

Date: _____

Date: _____



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

5.4

MEETING DATE: October 13, 2020
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2020-2021 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2020-R-55
APPLICANT:
PLANNER:

DISCUSSION:

The City's Public Works Department utilizes various chemicals for the treatment of water and wastewater through various procurement methods.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

SECTION F - SOLE SOURCE AND

STANDARDIZATION PROCUREMENT POLICY 2.25

EXEMPTION FROM BIDDING PROCEDURE

Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service “sole source”. The City Commission must approve the award of the contract if the dollar amount exceeds \$25,000.

SOLE SOURCE

The following criteria must be met in order to satisfy the sole source or proprietary source requirement:

- It is the only item that will produce the desired results (or fulfill the specific need) ...or
- The item is available from only one source of supply ... or
- The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.

Sole source and proprietary source purchases are exempt from competitive requirements. However, all sole source requisitions exceeding \$10,000 in value will be electronically advertised for a period of at least 5 business days. The steps to follow for sole source and proprietary source purchases are as follows:

- a. The User Department/Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Department shall submit to the Finance Department a completed sole source/proprietary source form, indicating the requisition number.
- b. A sole source or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).
- c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least seven (7) business days after the receipt of a completed sole source form from the department.
- d. The Finance Director shall review and approve or disapprove, in writing; sole source/proprietary source designation.
- e. The User Department/Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.
- f. When the Finance Director approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.

- g. The Finance Department shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.
- h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

STANDARDIZATION

Standardization is the process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose. Proprietary purchases (usually components) maintain a degree of continuity to the original or existing decor, equipment, or programs.

Where standardization is determined to be desirable by the City, the purchase of materials, supplies and equipment and certain contractual services may be made by negotiation. Compatibility to existing equipment will be an acceptable justification for waiver of bidding procedures provided the item meets the other criteria within the definition of sole source item (i.e.; available from only one source and only item that will produce the desired results).

Piggyback Agreements

The **City of Stuart, FL** holds an agreement with Tanner Industries, Inc. to provide their annual supply of ammonia. This vendor has offered to provide this product to Holly Hill under the same competitively bid price agreement, Bid #2019-100, they have with the City of Stuart.

Peace River Regional Water Supply Facility issued a competitive bid for the acquisition of Aluminum Sulfate. The bid award was issued to C&S Chemicals. This vendor has offered to provide this product to Holly Hill under the same competitively bid price agreement with an added freight charge to ship to The City of Holly Hill from their facility vs freight to Peace River. This agreement has been extended through

These chemicals are recommended to be purchased under agreements as follows:

CHEMICAL	VENDOR	PRICE
Liquid Anydrous Ammonia	Tanner Industries, Inc.	\$.77/lb
Aluminum Sulfate	C&S Chemicals	234.25/dry ton

Sole Source Vendors

In some cases, standardization is in the best interest of the City due to additional costs for product testing, product storage, availability or other factors. This is the case with Aqua Gold, a

blended phosphate product utilized in the water treatment plant. Polymer, Praeston/polymer (coagulants), and MicroC2000 (a chemical addition for wastewater nitrification/denitrification biological process) are utilized in the wastewater plant. Therefore, the following chemicals are recommended as sole source pricing agreements:

CHEMICAL	VENDOR	PRICE
Aqua Gold	Dave Symonds & Associates Inc.	\$674.00/drum
Polymer	Fort Bend Services Inc.	\$652.50/drum
Praeston K260FL/Polymer	Solenis LLC	\$711.00/drum

Bidding Procedure

There are only three companies in Florida capable of providing liquid chlorine and liquid sulphur dioxide in the 1-ton cylinders the City utilizes, JCI Jones Chemicals, Allied Universal Corporation and Brenntag Mid-South, Inc. JCI Jones Chemicals declined to provide pricing. Allied Universal Corporation provided quotes as well as Brenntag Mid-South. Brenntag Mid-South submitted a \$196.00/ton lower quote for liquid sulfur dioxide and a \$9.10/ton higher quote on liquid chlorine than Allied Universal. Brenntag Mid-South's quotes are contingent on the City purchasing both liquid chlorine and liquid sulfur dioxide from them. The City would like to award bid for the purchases for liquid sulfur dioxide and liquid chlorine to Brenntag Mid-South.

CHEMICAL	VENDOR	PRICE
Liquid Chlorine	JCI Jones Chemicals	No Bid
Liquid Sulfur Dioxide	JCI Jones Chemicals	No Bid
Liquid Chlorine	Allied Universal	\$570.90/ton
Liquid Sulfur Dioxide	Allied Universal	\$900.00/ton
Liquid Chlorine	Brenntag Mid-South	\$590.00/ton
Liquid Sulfur Dioxide	Brenntag Mid-South	\$704.00/ton

FISCAL ANALYSIS:

The expenditures related to the purchase of chemicals are fully budgeted in the utilities budget covering the water and wastewater divisions. The actual amount of expenditures for the above chemicals will vary with use throughout the year as required by the treatment process. Funds are budgeted through the respective operating supplies account for the water and wastewater divisions.

<u>VENDOR</u>	<u>CHEMICAL</u>	<u>\$ AMOUNT</u>	<u>ACCOUNT #</u>
C&S	Aluminum Sulfate	33,000.00	400-3020-535-5201
Fort Bend	Polymer Press	31,400.00	400-3020-535-5201
Solenis LLC	DAF Polymer	37,000.00	400-3020-535-5201
Brenntag	Sulfur Dioxide	16,896.00	400-3020-535-

5201			
Brentag	Chlorine	15,700.00	400-3020-535-
5201			
Brentag	Chlorine	15,700.00	400-3010-533-
5201			
Dave Symonds			
& Associates Inc.	Aqua Gold	24,000.00	400-3010-533-5201
Carmeeuse	High Calcium Quick Lime	74,800.00	400-3010-533-5201
Airgas	Liquid Carbon Dioxide	17,200.00	400-3010-533-
5201			

STAFF RECOMMENDATION:

Approve price agreements for the purchase of Fiscal Year 2020-2021 supply of water and wastewater treatment chemicals for the Public Works Department and authorize the City Manager to execute necessary price agreements.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2020-2021 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS.

ATTACHMENTS:

- City of Stuart Contract 1 (PDF)
- City of Stuart Contract Renewal and Pricing 2 (PDF)
- Peace River Regional Contract 3 (PDF)
- Peace River Renewal 2020-Alum Contract Extension 4 (PDF)
- Peace River Regional Pricing 5 (PDF)

Resolution 2020-55

Meeting of October 13, 2020

- Dave Symonds 6 (PDF)
- Fort Bend 7 (PDF)
- Solenis 8 (PDF)
- CL2 & SO2 Quotes 10 (PDF)

Resolution No. 2020-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2020-2021 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2020-2021 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of chemicals for water and wastewater treatment; and

WHEREAS, the City has secured pricing agreements utilizing various procurement methods permitted under the City's purchasing guidelines; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, By Policy 2.24 section F of the Holly Hill purchasing policy manual; "Standardization procurement is exempt from bidding procedures". Negotiated contracts with a cost in excess of \$25,000.00 must be approved by the City Commission prior to execution by the city"; and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2020-21 supply of water and wastewater treatment chemicals for the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve price agreements for the purchase of the Fiscal Year 2020-21 supply of water and wastewater treatment chemicals for the Public Works Department and authorizes City Manager to execute any necessary price agreements.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of OCTOBER, 2020.



M E M O R A N D U M

To: David Dyess, Interim City Manager
From: Alaina Knofla, Procurement Specialist
Date: July 18, 2019
Subject: Renewal of ITB #2019-100: Chemicals for the WTP/WRF

The initial year of ITB #2019-100: Contract for Chemicals for the WTP/WRF expires September 30, 2019. This agreement has provisions for two (2) one (1) year renewal options; this would represent the first renewal. The vendors listed below have agreed to the renewal under the original terms, conditions, pricing and specifications. Thereby the Public Works Director Dave Peters recommends approval of the first-year renewal.

Item	Vendor	Chemical	Amount
1	Allied Universal Corporation	Sodium Hypochlorite	\$62,280.00
	Odyssey Manufacturing Company	Sodium Hypochlorite as the secondary vendor	\$66,000.00
2	Tanner Industries, Inc.	Anhydrous Ammonia	\$14,052.50
3	Carus Corporation	Sodium Hexametphosphate	\$19,190.00
4	Hawkins, Inc.	Hydrofluorosilicic acid	\$ 8,070.00
5	Hawkins, Inc.	Hydrochloric Acid	\$ 2,706.00
6	Hawkins, Inc.	Anionic Dry Polymer	\$ 6,110.00
7	Hawkins, Inc.	Cationic Liquid Polymer	\$18,218.20
Overall Total			\$130,626.70

If approved, this renewal will be effective for the period October 1, 2019 and ending September 30, 2020. If you have any questions, or if I might be of further assistance please contact me at ext. 5320 or contact me by email at purchasing@ci.stuart.fl.us.

- ☒ Approve renewal of ITB #2019-100: Chemicals for the WTP/WRF
☐ Recommended this ITB not be renewed


David Dyess, City Manager

7-25-19
Date





City of Stuart

Procurement & Contracting Division
121 SW Flagler Ave. Stuart FL 34994
Phone: 772.288.5320

June 20, 2019

Tanner Industries, Inc.
Attn: Mr. Greg W. Tanner, VP
735 Davisville Road
Southampton, PA 18966

Subject: Renewal for ITB# 2019-100, Chemicals for the Water Treatment Plant and Water Reclamation Facility

Dear Mr. Tanner,

This is official notification to your firm that the City of Stuart wishes to extend your current contract for the above mentioned subject, for the period beginning October 1, 2019 and ending on September 30, 2020, which represents the first year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received no later than 4:00 p.m., July 3, 2019. You may fax your response to (772) 600-1202 or send by email to purchasing@ci.stuart.fl.us. Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla
Alaina Knofla

Procurement Specialist

cc: File

☒ I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.

☐ I am unable to agree to the contract renewal as specified of the subject Agreement

[Signature]
(Signature)

6/28/19
Date

Matt Tanner
Printed Name

Sales Administrator
Title

Attachment: City of Stuart Contract 1 (2020-R-55 : Water & Wastewater Chemical Purchase Approval for FY 2020-2021)



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
purchasing@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-0134

August 30, 2018

Via: Email transmission, sales@tannerind.com

Tanner Industries, Inc.
Attn: Mr. Greg W. Tanner, VP
735 Davisville Road
Southampton, PA 18966

Subject: Notice of Award
ITB No. 2019-100, Chemicals for the Water Treatment Plant (WTP) and Water Reclamation Facility (WRF)

Dear Mr. Tanner:

The Stuart City Manager awarded ITB No. 2019-100, Chemicals for the WTP/WRF, to your firm on August 28, 2018, for Anhydrous Ammonia, at the unit price of \$0.77 per pound for the estimated annual amount of \$14,052.50. Please consider this your formal notice of award. The City of Stuart requests that you provide all necessary insurance requirements by September 10, 2018 as listed below:

A "Certificate of Insurance" which reflects all types and levels of coverage as noted in the Request for Proposal. The insurance certificate must also have printed in the "Remarks" box, words to the effect: **"The City of Stuart is an additional insured"**. The City requests that the insurance certificate lists the **project number and the project name**, ITB No. 2019-100 Chemicals for the WTP/WRF.

Orders from the City of Stuart will be placed throughout the contract period through the issuance of a Blanket Purchase Order to 1002 Palm Beach Rd, Stuart, FL 34994, which will serve as your contract and notice to proceed. All services shall be coordinated with the City Project Manager, Mike Woodside, Team Leader II, at 772-288-5343 ext. 5444.

The initial contract period will be for one year, effective October 1, 2018 through September 30, 2019, with two one-year renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to the appropriation of funds, vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at purchasing@ci.stuart.fl.us or call me at (772) 288-5320.

Sincerely yours,

Lenora Darden
Procurement Manager

ec: Dave Peters, Public Works Director
Mike Woodside, Team Leader II
2019-100 ITB File



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

MEMORANDUM

To: David Dyess, Interim City Manager
From: Lenora Darden, Procurement Manager
Date: August 21, 2018
Subject: Award of ITB #2019-100: Chemicals for the WTP/WRF

Attached are the bid tabulation and the department/purchasing recommendation for the above referenced project. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

The subject bid was legally advertised in the Palm Beach Post and the Stuart News on July 20, 2018. The Procurement Office sent complete bid packages to seventeen (17) suggested vendors. This solicitation was disseminated by DemandStar on-line, who notified Two hundred and Sixty-one (261) interested vendors. Out of Thirty (30) planholders, seven (7) bids were received by 2:30 pm on the ITB opening date of August 8, 2018.

Fort Bend has been deemed non-responsive for failure to include their bid prices on the bid schedule. Therefore their signature does not attest to their pricing as submitted. Staff has checked references, reviewed the technical specifications for compliance, and thereby recommends award to the following firms:

Item	Vendor	Chemical	Amount
1	Allied Universal Corporation	Sodium Hypochlorite	\$62,280.00
	Odyssey Manufacturing Company	Sodium Hypochlorite as the secondary vendor	\$66,000.00
2	Tanner Industries, Inc.	Anhydrous Ammonia	\$14,052.50
3	Carus Corporation	Sodium Hexametphosphate	\$19,190.00
4	Hawkins, Inc.	Hydrofluorosilicic acid	\$ 8,070.00
5	Hawkins, Inc.	Hydrochloric Acid	\$ 2,706.00
6	Hawkins, Inc.	Anionic Dry Polymer	\$ 6,110.00
7	Hawkins, Inc.	Cationic Liquid Polymer	\$18,218.20
Overall Total			\$130,626.70

Please review the attached documentation and signify below your determination of award, request for further information or recommended rejection of all bids.

DATE (MM/DD/YYYY)
9/4/2018

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Commercial Lines - (610) 205-6120 USI Insurance Services National, Inc. 1018 W. 9th Avenue, Suite 100 King of Prussia, PA 19406	CONTACT NAME: Patricia King PHONE (A/C, No, Ext): 484.754.1505 E-MAIL ADDRESS: patricia.king@usi.com FAX (A/C, No): 610-537-2230																					
INSURED Tanner Industries, Inc. 735 Davisville Road Third Floor Southampton PA 18966-3200	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Nautilus Insurance Company</td><td>17370</td></tr><tr><td>INSURER B:</td><td>Starr Indemnity and Liability Company</td><td>38318</td></tr><tr><td>INSURER C:</td><td>Aspen Specialty Insurance Co</td><td>10717</td></tr><tr><td>INSURER D:</td><td>Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nautilus Insurance Company	17370	INSURER B:	Starr Indemnity and Liability Company	38318	INSURER C:	Aspen Specialty Insurance Co	10717	INSURER D:	Philadelphia Indemnity Insurance Company	18058	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 13395788 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☒ OTHER: Retroactive Date is 5/15/1986	X	X	GLP2011827-15	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	SISIPCA08332618	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	EXACJ4J18	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 16,000,000 AGGREGATE \$ 16,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	X N/A	100 0001758	06/01/2018	06/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Coverage			PHPK1829459	06/01/2018	06/01/2021	\$15,000,000 Each Incident \$15,000,000 Aggregate

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

Project: ITB No. 2019-100 Chemicals for the WTP/WRF.

City of Stuart is listed as Additional Insured for General Liability where required by written contract.
General Liability coverage includes Waiver of Transfer of Rights of Recovery where required by written contract.
General Liability coverage is Primary and Noncontributory Insurance where required by written contract.
City of Stuart is listed as Additional Insured for Auto Liability where required by written contract.
Auto coverage includes Waiver of Transfer of Rights where required by written contract.

CERTIFICATE HOLDER

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

(This certificate replaces certificate# 13395543 issued on 9/4/2018)

Packet Pg. 203

Attachment: City of Stuart Contract 1 (2020-R-55 : Water & Wastewater Chemical Purchase Approval for FY 2020-2021)



City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
Department of Financial Services

Lenora Darden
Procurement Manager

Procurement & Contracting Services Division
772.288.5320 PHONE

772.600.0134 FAX
purchasing@ci.stuart.fl.us

INVITATION TO BID

FOR: CHEMICALS FOR THE WATER TREATMENT PLANT/WATER
RECLAMATION FACILITY

DATE: July 20, 2018

DEPT: Public Works

BID NUMBER: 2019-100

THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at **2:30 pm on Wednesday, the 8th day of August, 2018.** Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Bid bonds, if required, may be in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name	<u>Matt Tanner</u>
Company Name	<u>Tanner Industries, Inc.</u>
Street Address	<u>735 Davisville Rd.</u>
City, State, Zip	<u>Southampton, PA 18966</u>
Total Amount of Bid	<u>\$14,052.50</u>

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than seven (7) days prior to the bid opening date.

Hand Deliver Mail/Express Bids to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

A1 INSTRUCTIONS TO BIDDER

- A1.1 Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.
- A1.2 **All bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.**
- A1.3 **All Bids Must Be Submitted in Triplicate. This includes specifically the bid cover page, the bid signature section (A2), any section on which annotations are required or exceptions are taken, the bid schedule (F), and any supporting documentation or literature being submitted with your bid.**
- A1.4 It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement & Contracting Services Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **2:30 p.m., on the day and date shown above**. Any received after this date and time will not be accepted or considered, and will be retained unopened to the bidder. No telegraphic or facsimile offers will be considered.
- A1.5 Bids will be publicly opened and read aloud at the designated location at City Hall on the above appointed date at 2:30 p.m. or as soon as possible thereafter.
- A1.6 Bids may not be withdrawn for a period of 30 days after the public opening date.
- A1.7 Bidder's attention is specifically called to the terms and conditions of this solicitation.
- A1.8 Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.
- A1.9 All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.
- A1.10 Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the City Procurement & Contracting Services Manager.
- A1.11 Questions relative to interpretation of specifications or the solicitation process shall be addressed to the Procurement Division at purchasing@ci.stuart.fl.us, in writing, in ample time before the period set for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.
- A1.12 Bidders must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.onvia.com/demandstar-subscriptions>, "FREE AGENCY".

A2 BID SIGNATURE SECTION

- A2.1 This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.
- A2.2 Delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.
- A2.3 Section Not Used
- A2.4 The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.
- A2.5 Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.
- A2.6 The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.
- A2.7 Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions from the time of the issuance of the solicitation or advertisement until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.
- A2.8 If not bidding any or all items, please so state on Attachment E.
- A2.9 Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.
- A2.10 **Failure to comply with these instructions may result in disqualification of your bid.**

Tanner Industries, Inc.

Firm Name

8/6/18

Date

sales@tannerind.com

Email Address

Authorized Signature
(Manual)(215) 322-1238

Telephone Number

Matt Tanner / Sales Administrator

Name/Title (Please Print)

(215) 322-7791

Facsimile Number

Any questions regarding this Invitation to Bid should be addressed to the Procurement & Contracting Services Office, City of Stuart, Florida. Contact Purchasing: Email: purchasing@ci.stuart.fl.us, and Fax # (772) 600-0134.

B. GENERAL PROVISIONS

- B1. **Payment/Invoicing:** No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to: Financial Services Department, 121 S.W. Flagler Avenue, Stuart, FL 34994. Payment in advance of receipt of goods or services by the City of Stuart cannot be made.
- B2. **Purchasing Card Program:**
- A. Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within ten (10) days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).
 - B. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Bid Schedule. In the event of failure on the part of the Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.
 - C. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the original bid price. City shall not pay any service charges or fees for Pcard transactions.
- B3. **Fund Availability:** Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.
- B4. **Permits/Licenses/Fees:** Any permits, licenses or fees required will be the responsibility of the successful bidder, no separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City), are the responsibility of the successful bidder. Confined space permit may be required from the City of Stuart. Please see Section B23. **Safety Standards.**
- B5. **Taxes:** The City of Stuart does not pay Federal excise or State sales taxes. Our tax exemption number is 85-8012740159C-6.
- B6. **Warranty:** The bidder shall state the warranty offered against defective workmanship and material, if required, as specified in Section C-Special Provisions.
- B7. **Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other offeror or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.
- B. Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor.
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or to not submit a bid for the purpose of restricting competition, or in any other way influencing the competitive arena.

B8. **Inspection/Acceptance Title:** Inspection and acceptance will be at the City of Stuart's ordering department/division unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the using department of the City, unless loss or damage results from negligence by the City or it's using Department.

B9. **Changes:** the City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor.

Please see attached exception B10. **Liability:** The vendor shall act as an independent contractor and not as an employee of the City of Stuart. The successful bidder is required to indemnify, defend, and hold and save harmless the City, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.

B11. **Conflict of Interest:** All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the City of Stuart. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the bidder's firm or any of its branches.

B12. **Termination for Convenience:** The City of Stuart reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination notice from the City, the vendor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City of Stuart shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the vendor.

Upon termination, vendor shall bill the City of Stuart for all amounts not previously billed and due the vendor at that time. The vendor shall not be entitled to a professional fee nor to expenses for any work commenced or expenses incurred after the vendor received the notice of termination, unless specifically approved or requested by the City. The vendor shall however, be entitled to payment for services commenced and approved by the City prior to the receipt of notice, or with the express written consent of the City, prior to the effective date of termination.

- B13. **Termination for Default:** The performance of the Agreement may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Agreement.
- B14. **Venue:** Any contractual arrangement between the City of Stuart and the vendor shall be consistent with, and be governed by, the ordinances of Martin County, the City of Stuart, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.
- B15. **Contract Modifications:** In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.
- B16. **The Contract:** Notice of award by the City of Stuart will constitute acceptance of the Bid. This bid package, including all terms, conditions and specifications, signed by the successful bidder along with the documentation included in the bidders submittal as required by this Invitation to Bid and other additional materials submitted by the bidder and accepted by the City shall constitute the contract. After notice of award, a valid certificate of insurance shall be issued to the City within 10 days. A purchase order will serve as the contract with an effective date of October 1, 2018.
- B17. **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without the fault or negligence of the party. The delivery schedule, if applicable, shall be extended by a period of time equal to the time lost due to such delay.
- B18. **Proposal as Public Domain:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise restricted"**

- B19. **Equal Opportunity:** The City of Stuart recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The City requests minority and women owned business enterprises submit evidence of certification with submittals.
- B20. **Assignment & Subcontracting:** The successful bidder will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed without obtaining prior written approval of the City of Stuart.
- B21. **Insurance:** The contractor shall, during the entire period of performance of any contract resulting from this solicitation, procure and maintain at least the minimum types of insurance as stipulated in the insurance attachment to this solicitation. Proof of such insurance must be provided to the City prior to beginning any contract performance.
- B22. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid signature section attests to this.
- B23. **Safety Standards:** All contractors and sub-contractors shall adhere to all Federal, State, County and City safety regulations and requirements. The City of Stuart safety manual is available for use by any vendor contracted to provide services, supplies and/or equipment to the City of Stuart.
- B24. **Public Entity Crimes:** Pursuant to the requirements of Section 287, Florida Statutes, all vendors are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List.
- B.25 **Scrutinized Companies List:** Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this ITB through the term of this contract, including renewals or extensions. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs; may not transact business with any public entity for a period of 36 months. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440

B26 Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

C. SPECIAL PROVISIONS

- C1. **Intent:** The City of Stuart is seeking qualified and experienced vendors to furnish and deliver the specified chemicals on an "as needed" basis, in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).
- C2. **Minimum Requirements:** The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid being considered non-responsive.
- A. Bidders are to provide a minimum of three (3) satisfactory references within the past five (5) years of similar accounts and size on the City provided form. Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained or considered.
 - B. Bidder must be an authorized agent, dealer, seller, or distributor for the sale and distribution of product.
 - C. Completion and submission of Questionnaire attached herein.
- C3. **References:** As part of the evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

- C4. **Qualification of Bidders:** This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified. Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance of not less than five (5) years, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as solely determined by the City.
- C5. **Quality:** The City will make the sole determination as to the suitability of goods when quality is a question or concern.
- C6. **Minimum Payment Terms:** Minimum payment terms shall be Net 30 days, unless payment by Visa Purchasing Card net 10 days.
- C7. **F.O.B. Point:** F.O.B. point is **destination** for all deliveries. (See Section E5).
- C8. **Firm Prices:** The prices offered shall remain firm for the period of any agreement reached as a result of this invitation to bid.
- C9. **Other Entity Use:** The successful bidder(s) may be requested to convey their bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.
- C10. **Silence of Specifications:** The apparent silence of these specifications and any addenda hereto, as to any details; or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that the service provided shall be complete and without additional requirement to the utilizing public entity. All interpretations of these specifications shall be made upon the basis of this statement.
- C11. **Attachments:** There are six (6) attachments to this Invitation to Bid. The successful bidder must comply with attachments as follows:
- | | |
|--------------|---|
| Attachment A | Insurance Requirements ~Proof of ability to obtain insurance to be submitted with bid document. |
| Attachment B | Qualifications/Experience of Bidder |
| Attachment C | References |
| Attachment D | Bidder's Checklist |
| Attachment E | Statement of No Bid |
| Attachment F | Request for Information |

D. AWARD OR REJECTION OF BIDS

- D1. **Award of Contract:** The City of Stuart intends to award to the most responsive responsible bidder with the lowest bid. The purchase order will serve as the notice to proceed and the contract.

- D2. **Method of Award:** The City intends to award this bid to a Primary bidder. Award of the primary will be determined in order of responsiveness, delivery, acceptance of purchasing card program, materials and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City. After the bid has been awarded, the Primary bidder will be used in every instance of ordering products as long as their firm is capable of delivering the product/material in question within the time specified in this bid. If the Primary bidder is not able to deliver the product in question within the specified time, the City reserves the right to contact the secondary bidder with the subsequent lowest responsive responsible bid accordingly.
- D3. **Modifications:** This bid shall be awarded only to a responsive and responsible bidder. Bidder hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the bidder will result in Bidder's response being found non-responsive and thereby disqualified.
- D4. **Best Prices:** Award will be made without further negotiation based upon competitive bids; therefore your best price should be submitted in response to this invitation to bid.
- D5. **Rejection of Bids:** The City of Stuart reserves the right to reject any or all bids with or without cause when such rejection is in the best interests of the City, at the City's sole determination. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whom investigation shows is not in a position to perform the contract.
- D6. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered by the Procurement & Contracting Services Manager:
- A. The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
 - B. The reputation, judgment and experience of the bidder.
 - C. The quality of performance of previous contracts or services including previous performance with the City.
 - D. Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
 - E. Financial resources of the bidder to perform the contract or provide the service.
 - F. Ability to provide future maintenance and service for the use of the subject of the contract.
 - G. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

- D7. **Contract Terms:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.
- A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the City Commission effective October 1, 2018. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods, not to exceed 6 months, for the convenience of either party shall be permissible at the mutual consent of both parties.
 - B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received a minimum of ninety (90) days prior to the renewal date for review and approval by the City. Any price increases must be reasonable with justification, documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.
 - C. **Contract Amendment:** The City may require additional items of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.
 - D. **Non Exclusive Contract:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
- D8. **Method of Ordering:** A blanket purchase order shall be issued for the term of the award. The department(s) will order requirement(s) on an "as needed" basis. All terms, conditions and prices of the bid are applicable. Only awarded bid items may be purchased. Vendor is to take all necessary steps to insure this requirement. Invoices must reference Purchase Order.

D9. **Quantities:** The quantities specified are based on annual estimates. The City of Stuart makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

D10. **Performance:** The City heavily monitors the quality and performance of work performed and/or supplies furnished by the awarded vendor for future consideration and/or reference purposes. The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

E. SCOPE OF SERVICE

E1. **General Information:** The purpose of this bid is to purchase various chemicals on an "as needed" basis delivered to the City of Stuart locations as designated on the purchase order shall include all labor, materials, supplies, transportation, and related services. Chemical will be ordered on an "as needed" basis for the term of the agreement.

E2. **Material Safety Data Sheet and Certificate of Analysis:** In compliance with Florida's Occupational Safety and Health Statute (Chapter 442) any commodity delivery as a result of this bid must be accompanied by a current MSDS and Certificate of Analysis (COA) with bid package submittal and with each receipt of order.

Note: It is incumbent upon all bidders to include information sufficient in detail to allow for an informed decision process.

E3. **Codes & Regulations:** Goods must be in accordance with the following:

- National Science Foundation (NSF)
- American Water Works Association(AWWA)
- Conformance with any other applicable local codes and standards

★ E4. **Contractor Responsibility:**

Please see
attached exception

- A. The bidder shall be responsible for the protection of property in the areas appointed for delivery against spills. Contractor is responsible for clean-up of any spills.
- B. It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or Act of God that the municipal government, through the City of Stuart, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety.

E5. **Delivery Requirements:**

- A. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful bidder shall be fully responsible for any and all travel expenses and/or

delivery/transport charges to and from destination. Exact delivery points will be indicated on the purchase order. All bid prices shall be delivered price. The City will not be responsible for separate delivery fees.

- B. Delivery is requested within 72 hours after receipt of purchase order. Delivery coordination shall be made in advance with the City's Project Manager. No deliveries will be accepted before 7:00am or after 3:00pm. The City will not be responsible for separate delivery fees. Back-orders shall be made known to the City at time of order placement. Failure to supply deliveries within requested time period may result in contract cancellation. Delivery location is as specified below.
- Water Treatment Plant: 1002 Palm Beach Road, Stuart, Florida 34994
 - Water Reclamation Facility: 301 SE Stypmann Boulevard, Stuart, Florida 34994
- E6. **Quality Assurance & Returned Goods:** All material shall conform to Florida Department of Transportation Standard Specifications latest edition. The successful bidder upon receipt of a purchase order shall assure the product conveyed is of the correct quantity and meets all specifications of the bid, purchase order and order release. Material, which does not meet bid and purchase order specifications and requirements, including quality standards, shall be subject to return to the vendor, at the expense of the vendor.
- E7. **Alternate/Exceptions:** The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items requested. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore; exceptions must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that does not meet City specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the Bidder will be required to compensate the City for the difference in price entailed in going to the next qualified bidder. Bidders offering equivalent items must meet the exact physical data given for the "as specified" item.
- E8. **Technical Specifications:** The intent of this solicitation is to receive bids for the product specified. The materials specified cannot be substituted with any other materials. City of Stuart personnel shall make all determinations of equivalence and compliance with specifications. Those determinations shall be final. These specifications are based on a particular level of performance required to be responsive to this ITB. Determination of whether an alternate product be offered, a detailed description of specifications **must** be submitted and included with your bid. Failure to comply will result in disqualification of the bid submittal as non-responsive. Vendors will describe how they comply when asked to specify their compliance.

Technical Specifications					
Item No.	Chemical Description	Physical Data	Individual Shipment Quantities	Compliance	Used at WTP WWTP
1	Liquid Sodium Hypochlorite	Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach Density 1.10-1.30, SpG (12%) 1.202 Color: liquid=green-yellow Minimum strength of 120 grams per liter (12 trade percent by volume) Contaminant concentration limits: Iron < 0.3 mg/L Copper < 0.3 mg/L Nickel: < 0.3 mg/L Chlorate: < 2,500 mg/L Bromate < 20 mg/L Perchlorate ≤ 20 mg/L Suspended Solids Test Time < 3 minutes The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1,000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem.	5,000 gallon combined deliveries, Tanker Truck	Yes ☐ No ☐ No Bid	WTP WWTP
2	Anhydrous Ammonia	SpG 0.62 @ 60 F, pH+ 11.6 (1 N sol. In water) % volatile by volume: 100 Solubility in water: 33% @ 68F Vapor density: 0.6 @ 32 F Metallurgical Grade Anhydrous Ammonia	City owns a 1,000 gal tank, The average delivery size is 600 gals/3,000 lbs	Yes ☒ No ☐	WTP
3	Hydrofluorosilicic Acid	23 – 25% AWWA Standard B703-06 No more than 0.020% heavy Metals (Mercury, Lead, Bismuth, and Copper expressed as Lead	300 gallon deliveries, Tanker Truck	Yes ☐ No ☐ No Bid	WTP
4	Hydrochloric Acid 31.45% (muriatic acid)	20 Baume, 31.45% active ingredients 68.55% inert	55 gallon drums, Flat-bed Truck (20 drums)	Yes ☐ No ☐ No Bid	WTP
5	Sodium Hexametphosphate	Contain not less than 60% phosphorus pentoxide, 26.2 phosphorus, or 80.4% phosphate on an as-is basis, pH of 1% solution 5.7 – 7.3 The typical order size will be one (1) pallet of 50 bags (50 lbs each).	50 pound multi-walled, moisture proof bags, Enclosed Truck with lift-gate	Yes ☐ No ☐ No Bid	WTP
6	Anionic Dry Polymer with a 30 positive charge	FBS 730: Anionic polymer is used in the Water Treatment Plant to settle out suspended matter in the raw water. Polymer concentration must be ≥ 80% - ≤ 90%	50 pound multi-walled, moisture proof bags, Enclosed Truck with lift-gate 500 lbs per order	Yes ☐ No ☐ No Bid	WTP
7	Cationic Liquid Polymer	FBS 7602: The cationic liquid polymer at the Water Reclamation Facility is used for sludge dewatering with a belt press, price per gallon sold in 55 gallon containers @ 42% active content	55 gallon drums, Flat-bed Truck with lift-gate	Yes ☐ No ☐ No Bid	WWTP

Company Name: Tanner Industries, Inc. Date: 8/6/18

- F. **REVISED BID SCHEDULE:** In accordance with the terms, conditions and specifications, the undersigned bidder hereby submits the following prices for supplying The City of Stuart with the goods and/or services called for in Bid #2019-100.

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Annual Price
1	Liquid Sodium Hypochlorite	120,000	GAL	\$ No Bid	\$ No Bid
2	Anhydrous Ammonia	18,250	LB	\$.77	\$ 14,052.50
3	Hydrofluorosilicic Acid	3,000	GAL	\$ No Bid	\$ No Bid
4	Hydrochloric Acid 31.45%	1,100	GAL	\$ No Bid	\$ No Bid
5	Sodium Hexametaphosphate	19,000	LB	\$ No Bid	\$ No Bid
6	Polymer, anionic-granular	2,600	LB	\$ No Bid	\$ No Bid
7	Polymer, cationic liquid	1,430	GAL	\$ No Bid	\$ No Bid
Item(s) #: <u>2</u> - Overall Total for all items that apply					\$
F.O.B. Destination: # 48-72 Hours for Delivery after receipt of order (ARO), if less than 72 hours					
Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes ☐ No ☒					
<i>The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price. City shall not pay any service charges or fees for Pcard transactions.</i>					
If you are not the successful bidder awarded as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions as your bid? Yes ☒ No ☐					
Is Bidder offering the above product as specified? Yes ☒ No ☐					
If No, bidder is to indicate their equivalent below and attach product literature.					
Item #:	Product	Item #:	Product		
Item #:	Product	Item #:	Product		

Company Name: Tanner Industries, Inc. Date: 8/6/18

All Prices will remain firm for a period of forty-five (45) days from the date of Bid opening.

The undersigned bidder has not divulged to, discussed with, or compared this bid with the other bidders, and has not colluded with any other bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this invitation.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

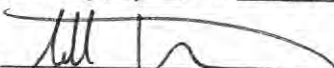
ACKNOWLEDGEMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM # 1 THROUGH ADDENDA # 1

Company Name: Tanner Industries, Inc. Date: 8/6/18

Name of individual submitting Bid: Matt Tanner

Email address: sales@tannerind.com Ph: (215) 322-1238

AUTHORIZED SIGNATURE: 

ATTACHMENT A

INSURANCE REQUIREMENTS

The successful bidder shall **not** commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

1. Commercial General Liability including Bodily Injury/Property Damage, Personal & Advertising Injury and Products/Completed Operations coverage for at least \$5,000,000 Limit per claim. Products Liability shall extend coverage for pollution conditions that arise from chemicals manufactured, sold or distributed. The City shall be included as Additional Insured and policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.
2. Pollution Liability and Remediation Legal Liability coverage for at least \$5,000,000 Limit per claim. This shall provide coverage for loss, remediation expense and legal defense expense for sudden and gradual pollution conditions. The City shall be included as Additional Insured, policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.
3. Commercial Auto Liability with limit of at least \$1,000,000 per occurrence which provides coverage for any auto (owned, hired and non-owned) and shall not contain any

exclusion for pollution legal liability as respects the transportation, loading and unloading of chemicals. The City shall be included as Additional Insured and the policy should contain a waiver of subrogation rights endorsement.

4. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance with limits equal to Florida Statutory requirements. Employers liability must include limits of at least \$1,000,000 each accident, \$1,000,000 each disease/employee, \$1,000,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers Compensation Statute, proof of appropriate Federal Act Coverage must be provided.
5. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
6. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form within ten (10) days. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Manager. This certificate shall be dated and show:
 - (a) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - (b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - (c) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

ATTACHMENT B

QUALIFICATION OF BIDDERS INFORMATION/QUESTIONNAIRE

THIS IS A FILLABLE FORM

Part A - Qualifications Questionnaire

Information provided shall fully explain the firm's qualifications and experience of their Organization to provide chemicals for the City as stated below: **(Bidders may attach additional sheets, if necessary).**

Provide supporting documentation that Bidder is an authorized agent, dealer, seller, or distributor for the sale and distribution of product. Is supporting documentation included?

Yes ☒ No ☐

Part B – Other Information

1. Contractor to provide details of delivery of chemical. Standard PPE - Chemical goggles, face shield, splash apron, rubber gloves.
2. Provide office hours and contact information of staff responsible for coordination of services. Monday through Friday basis from (7:00 a.m. through 3:00 p.m.)
24 hours - 1-800-643-6226 - Follow the prompts
3. Please provide 24-hour Emergency Contact Information if different than above:

4. Number of year's organization has been in business. Since 1955
5. Have you any similar work in progress at this time? Yes ☒ No ☐
6. Submission of quality control program: Yes ☒ No ☐
7. Submission of Safety program: Yes ☒ No ☐

Company Name Tanner Industries, Inc.

ATTACHMENT C

REFERENCES

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name: <u>City of Holly Hill</u>	
Address <u>453 LPGA Boulevard</u>	
City <u>Holly Hill</u>	, State <u>FL</u> Zip Code <u>32117</u>
Contact Name: <u>Andy Armstrong</u>	Title: <u>Chief Water Plant Operator</u>
Phone No: (<u>386</u>) <u>248-9463</u> Fax: (<u>386</u>) <u>248-9499</u>	
Email: <u>aarmstrong@hollyhillfl.org</u>	
Delivery Date: <u> </u>	Location <u> </u>
Type of Product Supplied <u>Metallurgical Grade Anhydrous Ammonia</u>	
<u>Governmental</u> or Private	Dollar Value of Contract \$ <u> </u>

#2 REFERENCES

Company/Entity Name: <u>City of Titusville</u>	
Address <u>2836 Garden Street</u>	
City <u>Titusville</u>	, State <u>FL</u> Zip Code <u>32796</u>
Contact Name: <u>Richard Crum</u>	Title: <u>Chief Maintenance Mechanic</u>
Phone No: (<u>321</u>) <u>567-3875</u> Fax: (<u> </u>) <u> </u>	
Email: <u>richard.crum@titusville.com</u>	
Delivery Date: <u> </u>	Location <u> </u>
Type of Product Supplied <u>Metallurgical Grade Anhydrous Ammonia</u>	
<u>Governmental</u> or Private	Dollar Value of Contract \$ <u> </u>

#3 REFERENCES

Company/Entity Name: <u>City of Delray Beach</u>	
Address <u>200 SW 6th St.</u>	
City <u>Delray Beach</u>	, State <u>FL</u> Zip Code <u>33444</u>
Contact Name: <u>John Bullard</u>	Title: <u> </u>
Phone No: (<u>561</u>) <u>243-7319</u> Fax: (<u> </u>) <u> </u> Email: <u>bullardj@mydelraybeach.com</u>	
Delivery Date: <u> </u>	Location <u> </u>
Type of Product Supplied <u>Metallurgical Grade Anhydrous Ammonia</u>	
<u>Governmental</u> or Private	Dollar Value of Contract \$ <u> </u>

Company Name Tanner Industries, Inc.

ATTACHMENT D

BIDDERS CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Is Bid envelope marked accordingly?	Yes ☒ No ☐
Is Invitation to Bid cover page (page 1) completed, signed and attached?	Yes ☒ No ☐
Is copy of bidder's valid Business Tax Receipt submitted?	Yes ☒ No ☐
Is Bid Schedule Form completed, signed and attached?	Yes ☒ No ☐
Is safety report and Quality program included?	Yes ☒ No ☐
Is bid submitted in triplicate (one original, two copies) ?	Yes ☒ No ☐
Bidder must submit proof that their firm name is registered. with their State of origin	Yes ☒ No ☐
Is proof of insurance included?	Yes ☒ No ☐
Is minimum Qualification of Bidders/Questionnaire information included?	Yes ☒ No ☐
Are Submittal Forms completed and enclosed?	Yes ☒ No ☐
Is MSDS or COA submitted?	Yes ☒ No ☐
Are addendum (if any issued) signed and submitted?	Yes ☒ No ☐
Submit a copy of all Licenses, Certificates, or Registrations, held by Bidder	Yes ☒ No ☐
Is the Request for Information form completed, signed and attached including W-9?	Yes ☒ No ☐
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes ☒ No ☐

Company Name Tanner Industries, Inc.

ATTACHMENT E

STATEMENT OF "NO BID"

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994.

We have declined to bid on this solicitation for the following reasons.

- ☐ Specifications too "restrictive", i.e., geared toward one brand or manufacturer (please explain below)
- ☐ Insufficient time to respond to Invitation to Bid.
- ☐ We do not offer this product or equivalent.
- ☐ Our project schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond requirements, if required.
- ☐ Specifications unclear (please explain below).
- ☐ Other (please specify below).

N/A

REMARKS: _____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Typed Name and Title _____

Company Name _____

Address _____

Signature _____ Title _____

Telephone Number _____ Date _____



ATTACHMENT F
REQUEST FOR INFORMATION
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
SUBMIT WITH IRS FORM W-9

Dear Vendor:

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and **returning with a copy of your IRS W9 Form**. If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: CityAccountsPayable@ci.stuart.fl.us

VENDOR NAME Tanner Industries, Inc.

DBA: _____

CORPORATE ADDRESS: 735 Davisville Road

CITY: Southampton **STATE:** PA **ZIP:** 18966

TELEPHONE: (215) 322-1238 **FAX:** (215) 322-7791 **ALTERNATE PHONE:** ()

COMPANY CONTACT NAME: Matt Tanner **EMAIL ADDRESS:** sales@tannerind.com

TYPE OF CERTIFICATION

- | | | |
|----------------------------------|---------------------------------|---|
| 1. ☐ MBE | 3. ☐ SBA | 5. ☐ DVBE |
| 2. ☐ MWBE | 4. ☐ SDB | 6. ☐ Other: <u>N/A</u> |

"THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS"

REMIT TO ADDRESS: P.O. Box 536300

CITY: Pittsburgh **STATE:** PA **ZIP:** 15253

TELEPHONE: (215) 322-1238 **FAX:** () **ALTERNATE PHONE:** ()

COMPANY CONTACT NAME: Ed Colfer **EMAIL ADDRESS:** AR@tannerind.com

TYPE OF ORGANIZATION

- | | | |
|--|---|---|
| 1. ☒ Corporation | 3. ☐ Sole Proprietor | 5. ☐ Government Agency |
| 2. ☐ Partnership | 4. ☐ Individual | 6. ☐ Other: _____ |

1099 REPORTING STATUS (Check One): ☐ Yes ☒ No

TAXPAYER IDENTIFICATION NUMBER:

Employer Identification Number: 23 - 2050034

Print name of Taxpayer if using SS#: _____

Under penalties of perjury, I certify that this statement is accurate and complete.

Signature: [Signature] Title: Sales Administrator

Date: 8/6/18 Phone: (215) 322-1238

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Tanner Industries, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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) <u>5</u> Exemption from FATCA reporting code (if any) <u>N/A</u> (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 735 Davisville Road FL 3	Requester's name and address (optional)
6 City, state, and ZIP code Southampton, PA 18966	
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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	3		2	0	5	0	0	3	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Edward J. Colfer, Asst Mng.

Date ▶

1/10/18

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994

Department of Financial Services

Procurement and Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
purchasing@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

Date: July 25, 2018
To: Prospective Bidders
Subject: **Addendum #1 to ITB# 2019-100, Chemicals for WTP/WRF**

ADDENDUM #1

The purpose of this addendum is to revise Item #2 Anhydrous Ammonia, unit of measure, from gallons to pounds. The revised bid schedule is attached.

All other terms and conditions of this ITB remain unchanged.

This Addendum shall be considered an integral part of the ITB and Contract Documents and must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on August 8, 2018**. Failure to comply will result in disqualification of your bid.

Lenora Darden, CPPB
Procurement Manager
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to ITB# 2019-100, Chemicals for WTP/WRF

Signature

Tanner Industries, Inc.

Firm

8/6/18

Date

sales@tannerind.com

Email Address

Tanner Industries, Inc. exceptions taken for Bid #2019-100

B. GENERAL PROVISIONS

B10. Liability: The vendor shall act as an independent contractor and not as an employee of the City of Stuart. The successful bidder is required to indemnify, defend, and hold and save harmless the City, its officers, agents, and employees, from damages arising from the vendor's negligent performance of, or negligent failure to perform, any task or duty required to be performed by the vendor.

E. SCOPE OF SERVICE

E4. Contractor Responsibility:

A. The bidder shall be responsible for the protection of property in the areas appointed for delivery against spills. Contractor is responsible for clean-up of any spills to the extent caused by contractor.



322030

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2018

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

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

PRODUCER Commercial Lines - (610) 205-6120 USI Insurance Services National, Inc. 1018 W. 9th Avenue, Suite 100 King of Prussia, PA 19406	CONTACT NAME: Mark Westcott PHONE (A/C, No, Ext): 484-754-1508 E-MAIL ADDRESS: Mark.Westcott@usi.com FAX (A/C, No): 610-537-2230														
INSURED Hamler Industries Division of Tanner Industries, Inc. 735 Davisville Road Third Floor Southampton PA 18966-3200	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER B: Starr Indemnity and Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER C: Aspen Specialty Insurance Co</td> <td>10717</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Nautilus Insurance Company	17370	INSURER B: Starr Indemnity and Liability Company	38318	INSURER C: Aspen Specialty Insurance Co	10717	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 13111065

REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:		GLP2011827-15	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY		SISIPCA08332618	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		EXACJ4J18	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 18,000,000 AGGREGATE \$ 18,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	100 0001758	06/01/2018	06/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Tanner Industries, Inc.
 735 Davisville Road, 3rd Floor
 Southampton PA 18966

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joanne Smith

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: City of Stuart Contract 1 (2020-R-55 : Water & Wastewater Chemical Purchase Approval for FY 2020-2021)



TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7791
www.tannerind.com

It is the objective of Tanner Industries, Inc. to provide a safe and healthy work environment to protect all of our employees, the public, and the environment. To accomplish this objective, Tanner Industries, Inc. will comply with all current Federal, State, and local health, safety, and environmental laws. We will develop the best possible operational processes, procedures, and policies to eliminate or control both known and potential safety, health, and environmental hazards.

Health and safety are shared responsibilities. Each employee, from top management to supervisors to each worker, must take ownership of their own safety and that of coworkers.

Each employee is responsible for recognizing health and safety hazards and to correct them or report them to their supervisor in a timely manner.

To fulfill these goals, management will:

- Develop and enforce safety and health rules, as well as good management practices; and by requiring all employees to cooperate with these rules and practices as a condition of employment. A copy of the safety rules are located in the Corporate Safety Manual, and management practices are located in the Process Safety Management Manual, which are available at each facility.
- Train all employees. Each employee will be trained according to the requirements of OSHA, DOT, EPA, and Company rules pertaining to their respective jobs. A copy of each employee's training record will be maintained at the Corporate office. Each employee must follow all the health and safety policies and procedures required by their specific job functions.
- Eliminate or reduce health and safety hazards. Hazards that cannot be completely eliminated will be reduced through engineering or administrative controls, and through the use of personal protective equipment.
- Provide personal protective equipment. All protective equipment must meet OSHA and / or ANSI requirements. Tanner Industries, Inc. is legally and morally bound to make sure that all employees wear the appropriate protective equipment at the proper time and in the proper environment.
- Establish a Corporate Safety Committee to oversee safety and health activities.

We have implemented a program called Responsible Distribution (RD). Responsible Distribution is a comprehensive quality program dedicated to protecting the health and safety of employees, communities, and the environment and was developed by the National Association of Chemical Distributors (NACD). It is comprised of various codes and sub codes of management practice which are documented and implemented. It is a condition of

DIVISIONS

NATIONAL AMMONIA, BOWER AMMONIA AND CHEMICAL, NORTHEASTERN AMMONIA, HAMLER INDUSTRIES

membership with NACD and the program is third party verified to ensure all codes of management practice policies and procedures are documented and implemented. We have successfully passed third party verifications for RD since 1995. Past verifications were completed by Underwriters Laboratories, Inc. (documentation verification - 1995), Science Applications International Corporation (SAIC), Parker & Associates (on site management systems verifications - 1999 & 2003) and Eagle Group conducted RD verifications in 2007, 2010 and most recently in January 2015.

We have maintained our RD certification as a condition of membership in NACD since RD's inception in 1992. NACD can verify that Tanner is a member in good standing, which means we are implementing our RD management system. This check may be conducted at www.nacd.com.

Tanner Industries employs about 116 personnel and operates approximately 16 facilities throughout the country. The work that Tanner's employees perform at plants and at deliveries is labor intensive. It involves connecting hoses, moving equipment, raising trailers, using hand tools, etc. This work can result in sprain/strain type of injuries.

Below are the incident rates for the past three years, including 2018.

Year	Recordable Incident Rate	Lost Time Rate	Hours Worked
YTD 2018	1.36	0.00	146,574
2017	2.43	0.81	247,230
2016	0.79	0.79	253,724
2015	3.12	0.78	256,256

Our continuing goal for our safety performance is, at a minimum, being at or below our industry's classification group's ratings for OSHA recordable rates.

In order to help support our continuing improvement process we maintain the following initiatives:

- We conduct monthly documented safety equipment inspections.
- We complete annual facility safety inspections at our plants.
- We maintain fall protection at our plant sites.
- We continue to review all injuries, accidents, incidents and near misses with the safety representatives at corporate and site safety committee meetings.
- We have added "Days Since Last OSHA Recordable Injury" signs to our plants to help raise and maintain awareness of our safety performance.
- We distribute weekly safety postings to all plants. The communication includes safety messages and reminders and highlights any safety and/or security incidents with reminders for the prevention of similar incidents. This information has been streamlined for easier reading by field personnel and the weekly interval provides more current data in relation to incidents, injuries and near misses. It also provides a mechanism for quick hit safety reminders.
- In 2011 we piloted a ride a long program with our drivers. This involves management personnel riding along with drivers and attending deliveries at periodic intervals. The purpose of this review will be to ensure personnel are performing all duties

appropriately, such as appropriate checklist completion, being aware of potential hazards, following documented delivery procedures, etc. It also provides an opportunity for coaching and guidance with a focus on safety if needed as well as a feedback mechanism for potential improvement. A similar walk a long program for plant operations has since been implemented.

We have established and implemented communication with all employees on our 3 pillars of safety, like 3 legs on a stool, if a leg is missing the stool will not be able to stand.

- 1) **Personal Accountability** - ensure you are following SOPs, wearing proper PPE at all required times, reporting any unsafe conditions, planning for potential hazards, communicating with the office.
- 2) **Awareness: Recognize and Identify Potential Hazards** - completing the proper checks and checklists, attention to signage, see the whole play and try not to use tunnel vision - are there any potential hazards around? Think before acting, stretch if needed after a long drive, using proper lifting techniques, proper ladder use, secure footing.
- 3) **Management Support** - know that you have our full support, communicate any problems or issues, ask if there is any question on the proper method or proper procedure.

Tanner Industries DOT Safety performance involving DOT roadside inspections has been much better than the national average for companies transporting hazardous materials. The national average of the percentage of vehicles placed out of service at DOT inspections is reported at 20.72%. Our average over the previous 24 months has been 2.8%. In looking at hazardous material inspections the national average has been 4.5% and our rating has been 0.0%. In relation to driver inspections the national average has been 5.51% and our drivers have rated at 0.5%. Our statistics reveal that we have performed better than the national averages.

Tanner Industries, Inc. Mission Statement:

Our mission is to constantly improve our products and services to meet/exceed our customer needs, to distribute our product in a safe, efficient, and environmentally responsible manner, and generate a reasonable return in order to provide continuity for the business and employment for our employees.

Questions concerning our safety program can be directed to:

Harold Siver
Safety Manager

Telephone: 215-322-1238 x2390
Mobile: 215-910-0622
Fax: 215-526-7814
hjsiver@tannerind.com

Scott Randolph, Tax Collector**Local Business Tax Receipt****Orange County, Florida**

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and safety authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2017 **EXPIRES 9/30/2018** 3501-0972544
 3501 DISTRIBUTOR-AMMONIA \$30.00 1 EMPLOYEE

TOTAL TAX \$30.00
 PREVIOUSLY PAID \$30.00
 TOTAL DUE \$0.00

TANNER STEPHEN B

TANNER INDUSTRIES
 TANNER STEPHEN B
 735 DAVISVILLE RD 3RD FLR
 SOUTHAMPTON PA 18966-3276

2530 VULCAN RD
 U - APOPKA, 32703

PAID: \$30.00 0099-00806690 9/13/2017

Scott Randolph, Tax Collector**Local Business Tax Receipt****Orange County, Florida**

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and safety authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

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TOTAL TAX \$30.00
 PREVIOUSLY PAID \$30.00
 TOTAL DUE \$0.00

2530 VULCAN RD
 U - APOPKA, 32703

PAID: \$30.00 0099-00806690 9/13/2017



TANNER STEPHEN B

TANNER INDUSTRIES
 TANNER STEPHEN B
 735 DAVISVILLE RD 3RD FLR
 SOUTHAMPTON PA 18966-3276

This receipt is official when validated by the Tax Collector.

Attachment: City of Stuart Contract 1 (2020-R-55 : Water & Wastewater Chemical Purchase Approval for FY 2020-2021)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

08/06/2018

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

TANNER INDUSTRIES, INC.

is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set
my hand and caused the Seal of the Secretary's
Office to be affixed, the day and year above written

Robert Lanes

Acting Secretary of the Commonwealth

Certification Number: TSC180806141367-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>



April 23, 2018

To whom it may concern,

While Tanner Industries, Inc. is not third party ISO certified, our company is committed to Responsible Distribution (RD). Responsible Distribution is a comprehensive quality program dedicated to protecting the health, safety and security of employees, communities, and the environment and was developed by the National Association of Chemical Distributors (NACD). It is a condition of membership with NACD and the program is third party verified to ensure all codes of management practice policies and procedures are documented and implemented. We have successfully passed third party verifications for RD since 1995. We have maintained our RD certification as a condition of membership in NACD. NACD can verify that Tanner is a member in good standing, which means we are implementing our RD management system. This check may be conducted at www.nacd.com.

In addition to RD we have also implemented aspects of the ISO 9001 series quality model. We have documented procedures and policies in an ISO format, we verify all incoming raw material, and have documented customer complaint procedures. We have generated a Quality Manual, which contains our company Mission Statement, as well as applicable quality process procedures not addressed in our RD manual.

We look forward to continuing to work with you as partners in quality and safety, and if you have any questions, or require further information, please contact me.

Sincerely,

TANNER INDUSTRIES, INC.,

A handwritten signature in cursive script, appearing to read 'David Binder', written over a horizontal line.

David Binder
Director, Quality, Safety and Regulatory Affairs



CERTIFICATE of CONFORMANCE

THIS CERTIFIES THAT

Tanner Industries, Inc.

Has successfully demonstrated its commitment to Responsible Distribution as set forth by the National Association of Chemical Distributors (NACD) through successful completion of its third-party on-site verification for the 5th Cycle
(January 1, 2014 – December 31, 2016)

January 28, 2015

Issue Date

nacd
National Association of
Chemical Distributors

Michael Lang, Vice President,
Responsible Distribution

Eagle
Group®

Clyde H. Pearch, President



TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7725
www.tannerind.com

Note that Responsible Distribution runs in 3 year cycles. The verifiers are independent and contracted by NACD to do all member companies. To be a member in good standing with NACD you have to be Responsible Distribution verified. Our good standing as a member can be checked at www.nacd.com.

When a member company gets verified in a 3 year cycle can vary. We have typically be done at the front end of each cycle at 3 year intervals. The 1/28/15 cert is the last verification date. It does not expire. A company could possibly be done at the front end of a 3 year cycle and then back end of the following cycle. Not typical, but possible. Thus there could be a 5 year internal between verifications.

NACD has changed their scheduling policy for this current cycle and none to go beyond 4 years. They will make sure on the proper scheduling.

I was expecting our verification in first quarter 2018, but have not heard yet on scheduling our sites from the verification agencies. We were typically every 3 years with this in the past. As mentioned expecting our next verification this year or no later than 2019.

Cert is current. We are members in good standing practicing Responsible Distribution.

Sincerely,
Tanner Industries, Inc.

Matt Tanner
Sales Administrator

NSF International

RECOGNIZES

TANNER INDUSTRIES, INC.
Plant at: APOPKA, FL

AS COMPLYING WITH NSF/ANSI 60.
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.



Certification Program
Accredited by the
American National
Standards Institute



Certification Program
Accredited by the
Standards Council
of Canada

This certificate is the property of NSF International and must be returned upon request. To verify certification, call 800 NSF-MARK or (1) 734 769 8000.

March 11, 2002

Certificate# 01261-01

A handwritten signature in dark ink, appearing to read "James R. Paschal", is written over a horizontal line.

James R. Paschal, General Manager
Water Distribution Systems



TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7791
www.tannerind.com

ANHYDROUS AMMONIA SPECIFICATIONS

Metallurgical Grade		
Ammonia (NH ₃) Assay	99.9965%	Minimum
Ammonia (NH ₃) Assay	99.9990%	Typical
Water	33 ppm	Maximum
Water	<10 ppm	Typical
Oil	2 ppm	Maximum
Oil	1 ppm	Typical

Revision: August 01, 2009

Supercedes: June 01, 2001

Approval: QC/QA **FB**

DIVISIONS
NATIONAL AMMONIA, BOWER AMMONIA AND CHEMICAL, NORTHEASTERN AMMONIA, HAMLER INDUSTRIES

Attachment: City of Stuart Contract 1 (2020-R-55 : Water & Wastewater Chemical Purchase Approval for FY 2020-2021)



Tanner Industries, Inc.

SAFETY DATA SHEET

Section 1. Identification

Product Name: **Ammonia, Anhydrous**
 Synonyms: Ammonia
 CAS REGISTRY NO: 7664-41-7
 Supplier: Tanner Industries, Inc.
 735 Davisville Road, Third Floor
 Southampton, PA 18966
 Website: www.tannerind.com
 Telephone (General): 215-322-1238
 Corporate Emergency Telephone Number: 800-643-6226
 Emergency Telephone Number: Chemtrec: 800-424-9300
 Recommended Use: Various Industrial / Agricultural

Section 2. Hazard(s) Identification

Hazard: Acute Toxicity, Corrosive, Gases Under Pressure, Flammable Gas, Acute Aquatic Toxicity
 Classification: Acute Toxicity, Inhalation (Category 4) Note: (1 - Most Severe / 4 - Least Severe)
 Skin Corrosion / Irritation (Category 1B)
 Serious Eye Damage / Irritation (Category 1)
 Gases Under Pressure (Liquefied gas)
 Flammable Gases (Category 2)
 Acute Aquatic Toxicity (Category 1)

Pictogram:



Signal word: **Danger**

Hazard statements: Harmful if inhaled.
 Causes severe skin burns and serious eye damage.
 Flammable gas.
 Contains gas under pressure; may explode if heated.
 Very toxic to aquatic life.

Precautionary statements: Avoid breathing gas/vapors.
 Use only outdoors or in well-ventilated area.
 Wear protective gloves, protective clothing, eye protection, face protection.
 Keep away from heat, sparks, open flames and other ignition sources. No smoking.

Precautionary statements
(continued):

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a doctor/physician and seek medical attention for severe exposure or if symptoms persist. Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

IF ON SKIN: Rinse immediately with plenty of water before removing clothes. Contaminated clothing could possibly be frozen to skin. Rinse skin with water or shower (minimum of 20 minutes). Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

IF IN EYES: Immediately call a doctor/physician and seek medical attention. Rinse continuously with water for several minutes (minimum of 20 minutes). Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

Wash contaminated clothing before reuse.

Store in a well-ventilated place. Keep container tightly closed. Protect from sunlight. Store locked up.

In case of leakage: Eliminate all ignition sources, if safe to do so.

In case of leaking gas fire: Stop flow of gas before extinguishing.

Dispose of contents/container in accordance with local, regional, national, international regulations as applicable. See section 13 (Disposal Considerations).

NFPA Rating:



HMIS Classification:

ANHYDROUS AMMONIA	
HEALTH	3
FLAMMABILITY	1
REACTIVITY	0
PERSONAL PROTECTION	H

NFPA Numbering System:

0 = Least Hazardous / 4 = Most Hazardous

HMIS Hazard Index:

0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe

Section 3. Composition / Information on Ingredients

CHEMICAL NAME: Ammonia, Anhydrous

CAS REGISTRY NO: 7664-41-7

SYNONYMS: Ammonia

CHEMICAL FAMILY: Inorganic nitrogen compounds

COMPOSITION: 99+% Ammonia

Section 4. First Aid Measures

IF INHALED: Immediately remove person to fresh air and keep comfortable for breathing. In case of severe exposure or if irritation persists, breathing difficulties or respiratory symptoms arise, seek medical attention. If not breathing, administer artificial respiration. If trained to do so, administer supplemental oxygen, if required.

IF ON SKIN: Immediately rinse skin and contaminated clothing with plenty of water before removing clothes. Clothing that has been contacted by liquid ammonia may freeze to the skin. Thaw frozen clothing from skin before removing. Flush skin with copious amounts of tepid water for a minimum of 20 minutes. Do not rub or apply topical, occlusive compounds, such as ointments, certain creams, etc., on affected area. For liquid ammonia contact, seek immediate medical attention. For severe vapor contact or if irritation persists, seek medical attention.

IF IN EYES: Immediately rinse continuously with copious amounts of tepid water for a minimum of 20 minutes. Eyelids should be held apart and away from eyeball for thorough rinsing. Do not rub or apply topical, occlusive compounds, such as ointments, certain creams, etc., on affected area. Seek medical attention.

IF SWALLOWED: Rinse mouth. Do not induce vomiting. If conscious, give large amounts of water to drink. May drink orange juice, citrus juice or diluted vinegar (1:4) to counteract ammonia. If unconscious, do not give anything by mouth. Seek medical attention.

NOTE TO PHYSICIAN: Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Supportive treatment with necessary ventilation actions, including oxygen, may warrant consideration.

Section 5. Fire Fighting Measures

EXTINGUISHING MEDIA:

Water Spray, Water Fog, Dry Chemical, Carbon Dioxide (CO₂) or foam.

SPECIAL FIRE FIGHTING PROCEDURES:

Must wear protective clothing and a positive pressure SCBA.

Stop flow of gas or liquid if possible.

Approach fire upwind and evacuate area downwind if needed.

Use water spray to keep fire-exposed containers cool and control vapors.

If a portable container (such as a cylinder or trailer) can be moved from the fire area without risk to the individual, do so to prevent the pressure relief valve of the trailer or portable container from discharging or the cylinder from rupturing. If relief valves are inoperative, heat exposed storage containers may become explosion hazards due to over pressurization.

Stay upwind when containers are threatened.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

Outdoors, ammonia is not generally a fire hazard. Indoors, in confined areas, ammonia may be a fire hazard, especially if oil or other combustible materials are present.

Combustion may form toxic nitrogen oxides (NO_x).

Section 6. Accidental Release Measures

GENERAL:

Only properly trained and equipped persons should respond to an ammonia release.

Wear eye, hand and respiratory protection and protective clothing; see Section 8, Exposure Controls / Personal Protection.

Stop source of leak if possible, provided it can be done in a safe manner.

Leave the area of a spill by moving laterally and upwind.

Isolate the affected area. Non-responders should evacuate the area, or shelter in place.

SPECIFIC STEPS TO BE TAKEN:

For a hazardous material release response, Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Stay upwind and use water spray downwind of container to absorb the evolved gas.

Do not apply water directly to container, unless there is heat impingement, as ammonia boils at -28 °F (direct water will heat container), and more vapors will be released.

Caution: Adding water directly to liquid spills will increase volatilization of ammonia, thus increasing the possibility of exposure. Contain spill and runoff from entering drains, sewers, streams, lakes and water systems by utilizing methods such as diking, containment, and absorption.

Section 7. Handling and Storage

SPECIAL PRECAUTIONS:

Only trained persons should handle anhydrous ammonia. Store in well-ventilated areas, with containers tightly closed. Protect from temperatures exceeding 120 °F (48.8 °C). Protect containers from physical damage. Keep away from ignition sources, especially in indoor spaces. Do not use plastic. Do not use any non-ferrous metals such as copper, brass, bronze, tin, zinc or galvanized metals. Use only stainless steel, carbon steel or black iron for anhydrous ammonia containers or piping.

OSHA 29 CFR 1910.111 prescribes handling and storage requirements for anhydrous ammonia.

Refer to Compressed Gas Association (CGA) G-2.1 for the recommendations for the storage and handling of anhydrous ammonia.

VENTILATION:

Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

WORKPLACE PROTECTIVE EQUIPMENT:

Protective equipment should be stored near, but outside of anhydrous ammonia area. Water for first aid, such as an eyewash station and safety shower, should be kept available in the immediate vicinity. See 29 CFR 1910.111 for workplace requirements.

DISPOSAL:

See Section 13, Disposal Considerations. Classified as Resource Conservation and Recovery Act (RCRA) Hazardous Waste due to corrosivity with designation D002, if disposed of in original form.

Section 8. Exposure Controls / Personal Protection

EXPOSURE LIMITS FOR AMMONIA: (Vapor)

OSHA	50 ppm,	35 mg / m ³ PEL	8 hour TWA
NIOSH	35 ppm,	27 mg / m ³ STEL	15 minutes
	25 ppm,	18 mg / m ³ REL	10 hour TWA
	300 ppm,	IDLH	
ACGIH	25 ppm,	18 mg / m ³ TLV	8 hour TWA
	35 ppm,	27 mg / m ³ STEL	15 minutes

PROTECTIVE EQUIPMENT:

EYE/FACE PROTECTION: Chemical splash goggles should be worn when handling anhydrous ammonia. A face shield can be worn over chemical splash goggles as additional protection. Do not wear contact lenses when handling anhydrous ammonia. Refer to 29 CFR 1910.133 for OSHA eye protection requirements.

SKIN PROTECTION: Ammonia impervious gloves and clothing (such as neoprene, butyl and Teflon) should be worn to prevent contact during normal operations, such as loading/unloading and transfers. Chemical boots can be worn as additional protection.

RESPIRATORY PROTECTION: Respiratory protection approved by NIOSH for ammonia must be used when applicable safety and health exposure limits are exceeded. For escape in emergencies, NIOSH approved respiratory protection should be used, such as a full-face gas mask and canisters/cartridges approved for ammonia or SCBA. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Refer to 29 CFR 1910.134 and ANSI: Z88.2 for OSHA respiratory protection requirements.

Also refer to 29 CFR 1910.111 for respiratory protection requirements at bulk installations.

VENTILATION: Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

FOR A HAZARDOUS MATERIAL RELEASE RESPONSE: Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Section 9. Physical and Chemical Properties

APPEARANCE AND ODOR:	Colorless liquid or gas with a pungent odor. Odor threshold 2 - 5 ppm.
SOLUBILITY IN WATER:	(per 100 pounds of water): 86.9 pounds at 32 °F, 51 pounds at 68 °F
SPECIFIC GRAVITY OF GAS (air = 1):	0.596 at 32 °F
SPECIFIC GRAVITY OF LIQUID (water = 1):	0.682 at -28 °F (Compared to water at 39 °F).
WEIGHT (per gallon):	5.15 pounds at 60 °F
PH:	Not applicable (Highly alkaline/base).
BOILING POINT:	-28 °F at 1 Atm.
FORMULA:	NH ₃
MOLECULAR WEIGHT:	17.03 (NH ₃)
FLAMMABILITY	
FLASHPOINT:	None
FLAMMABLE LIMITS OF VAPOR IN AIR:	LEL/UEL 16% to 25% (listed in the <i>NIOSH Pocket Guide to Chemical Hazards</i> 15% to 28%).
AUTO IGNITION TEMPERATURE:	1,204 °F (If catalyzed), 1,570 °F (If un-catalyzed).
CRITICAL TEMPERATURE:	271.4 °F
DECOMPOSITION TEMPERATURE:	-108.4 °F
GAS SPECIFIC VOLUME:	20.78 Ft ³ /Lb at 32 °F and 1 Atm.
VAPOR DENSITY:	0.0481 Lb/Ft ³ at 32 °F
LIQUID DENSITY:	38.00 Lb/Ft ³ at 70 °F
VISCOSITY:	0.00982 cP at 68 °F
EVAPORATION RATE:	Not applicable
APPROXIMATE FREEZING POINT:	-108 °F
VAPOR PRESSURE:	114 psig at 70 °F
SURFACE TENSION:	23.4 Dynes / cm at 52 °F
CRITICAL PRESSURE:	111.5 Atm
PARTITION COEFFICIENT:	-114 at 77 °F

Section 10. Stability and Reactivity

REACTIVITY:

Anhydrous ammonia has potentially explosive reactions with strong oxidizers. Anhydrous ammonia forms explosive mixtures in air with hydrocarbons, chlorine, fluorine and silver nitrate. Anhydrous ammonia reacts to form explosive products, mixtures or compounds with mercury, gold, silver, iodine, bromine, silver oxide and silver chloride.

CHEMICAL STABILITY:

Stable under normal ambient conditions of temperature and pressure. Heating a closed container causes vapor pressure to increase. Will not polymerize.

POSSIBILITY OF HAZARDOUS REACTIONS:

Will react exothermically with acids and water.

CONDITIONS TO AVOID:

Avoid anhydrous ammonia contact with chlorine, which forms a chloramine gas, which is a primary skin irritant and sensitizer. Avoid contact with galvanized surfaces, copper, brass, bronze, mercury, gold and silver. A corrosive reaction will occur.

INCOMPATIBLE MATERIALS:

Anhydrous ammonia is incompatible with acetaldehyde, acrolein, boron, chloric acid, chlorine monoxide, chlorites, nitrogen tetroxide, perchlorate, sulfur, tin and strong acids.

HAZARDOUS DECOMPOSITION PRODUCTS:

Anhydrous ammonia decomposes to hydrogen and nitrogen gases above 450 °C (842 °F). Decomposition temperatures may be lowered by contact with certain metals, such as iron, nickel and zinc and by catalytic surfaces such as porcelain and pumice.

Section 11. Toxicological Information

Potential health effects: Ammonia is an irritant and corrosive to the skin, eyes, respiratory tract and mucous membranes. Exposure to liquid or rapidly expanding gases may cause severe chemical burns and frostbite to the eyes, lungs and skin. Skin and respiratory related diseases could be aggravated by exposure. The extent of injury produced by exposure to ammonia depends on the duration of the exposure, the concentration of the liquid, gas or vapor and the depth of inhalation.

Exposure Routes:

Inhalation (vapors, gas), skin and/or eye contact (vapors, liquid, gas).

Symptoms of acute exposure:

- Inhalation:** Exposure may result in severe irritation and/or burns of the nose, throat and respiratory tract. May cause dyspnea (breathing difficulty), wheezing, chest pain, bronchospasm, pink frothy sputum, pulmonary edema or respiratory arrest. Extreme exposure may result in death from spasm, inflammation or edema. Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Brief inhalation exposure to 5,000 ppm may be fatal.
- Skin:** Irritation, corrosive burns, blister formation (vesiculation) may result. Contact with liquid may produce freeze burns (frostbite) and caustic burns.
- Eyes:** Vapors may cause severe irritation. Tearing, eye burns, permanent eye damage or blindness may occur. Effects of direct contact may range from irritation and lacrimation to severe injury and blindness.
- Ingestion:** Ingestion is unlikely since the material is a gas under normal atmospheric conditions. If ingested, it may cause burns and corrosion, severe pain of the mouth, throat, esophagus and stomach or may be fatal.

Chronic Exposure:

Repeated exposure to ammonia may cause chronic irritation of the eyes and respiratory tract.

Toxicity:

LC₅₀ - 5131 mg/m³ (7338 ppm) to 11,592 mg/m³ (16,600 ppm), 60 minute exposure, Rat.

LD₅₀ - 350 mg / kg (Oral / Rat).

Not listed in the National Toxicology Program (NTP).

Not recognized by OSHA as a carcinogen.

Not listed as a carcinogen by the International Agency for Research on Cancer (IARC monograph).

Germ cell mutagenicity information is not available. Reproductive toxicity information is not available.

Section 12. Ecological Information

Ammonia is harmful to aquatic life at very low concentrations. Notify local health and wildlife officials and operators of any nearby water intakes upon contamination of surface water.

Toxicity:

Terrestrial plants: LOEC = 3-250 ppm NH₃.

Aquatic plants: LOEC = 0.5-500 mg NH₃-N/L.

Acute toxicity to invertebrates: 48 h LC50 = 2.94 mg un-ionized NH₃-N/L.

Chronic toxicity to invertebrates: NOEC = 0.163- 0.42 mg un-ionized NH₃/L.

Acute toxicity to fish: 96-h: LC50 = 0.09 – 3.51 mg un-ionized NH₃/L.

Chronic toxicity to fish: NOEC = 0.025-1.2 mg un-ionized NH₃/L.

Environmental Fate Information: Ammonia dissipates relatively quickly in ambient air and rapidly returns to the soil via combination with sulfate ions or washout by rainfall. Ammonia strongly adsorbs to soil, sediment particles and colloids in water under aerobic conditions. Biodegradation of ammonia to nitrate occurs in water under aerobic conditions resulting in a biological oxygen demand (BOD).

Persistence/Degradability:

Biodegradable in soil. Ozonation in the air. Soluble in water.

Bioaccumulative Potential:

Not applicable.

Mobility in Soil:

No additional information available.

Other Adverse Effects:

No additional information available.

Section 13. Disposal Considerations

Dispose of unused contents/container in accordance with local/regional/national/international regulations as applicable.

Listed as hazardous substance under the Clean Water Act (CWA) (40 CFR 116.4 and 40 CFR 117.3).

Classified as hazardous waste under the Resource Conservation and Recovery Act (RCRA) (40 CFR 261.22 Corrosive #D002).

Comply with all regulations.

Suitably diluted product may be utilized as fertilizer on agricultural land.

For hazardous waste regulations information call the RCRA Hotline (800) 424-9346, or visit the US EPA website.

Section 14. Transport Information

US Department of Transportation

HAZARD CLASS:

(US Domestic): 2.2 (Non-Flammable Gas)

(International): 2.3 (Poison Gas), subsidiary 8 (Corrosive)

PROPER SHIPPING DESCRIPTION:

(US Domestic): UN1005, Ammonia, Anhydrous, 2.2, RQ, Inhalation Hazard

(International): UN1005, Ammonia, Anhydrous, 2.3, (8), RQ, Poison-Inhalation Hazard Zone "D"

LABEL / PLACARD:

(US Domestic): Non-Flammable Gas



(International): Poison Gas, Corrosive (Subsidiary)



IDENTIFICATION NUMBER:

UN 1005

ENVIRONMENTAL HAZARDS:

Revision: May 1, 2015

Anhydrous Ammonia

Page 6 of 8

IMDG, Known Marine Pollutant: No
 United Nations Model Regulations, Environmentally Hazardous: No

Section 15. Regulatory Information

Subject to the reporting requirements of Section 302, Section 304, Section 312 and Section 313, Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986 and 40 CFR 372.

Under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), Section 103, any environmental release of this chemical equal to or over the reportable quantity of 100 pounds must be reported promptly to the National Response Center, Washington, D.C. (1-800-424-8802).

Emergency Planning & Community Right to Know Act, (EPCRA) extremely hazardous substance, 40 CFR 355, Title III, Section 302 – Ammonia, Threshold Planning Quantity (TPQ) 500 pounds.

Toxic Substances Control Act (TSCA): Listed in the TSCA Inventory.

EPA Hazard Categories – Immediate: Yes; Delayed: No; Fire: No; Sudden Release: Yes; Reactive: No

Clean Air Act – Section 112(r): Listed under EPA's Risk Management Program (RMP), 40 CFR Part 68, at storage/process amounts greater than the Threshold Quantity (TQ) of 10,000 pounds (ammonia, anhydrous).

Anhydrous ammonia is listed under Department of Homeland Security regulation 6 CFR Part 27, Chemical Facility Anti-Terrorism Standards at storage / process amounts greater than the threshold quantity of 10,000 pounds (ammonia, anhydrous).

Occupational Safety & Health Administration (OSHA): This material is considered to be hazardous as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200. This material is subject to Process Safety Management requirements of 29 CFR 1910.119 if maintained on-site, including storage / process, in quantities of 10,000 pounds (ammonia, anhydrous) or greater.

Section 16. Other Information

Preparation Information: Revision Date May 1, 2015
 Replaces all previously dated versions.

Prepared by: HJS

Revisions to this Safety Data Sheet have been created to comply with the requirements of the OSHA Hazard Communication Final Rule issued in 2012 (HazCom 2012).

Acronyms:

ACGIH: American Conference of Governmental Industrial Hygienists
 ANSI: American National Standards Institute
 CAS: Chemical Abstracts Service
 CFR: Code of Federal Regulations
 DHS: Department of Homeland Security
 DOT: Department of Transportation
 EPA: Environmental Protection Agency
 HMIS: Hazardous Materials Identification System
 IARC: International Agency for Research on Cancer
 IDLH: Immediately Dangerous to Life or Health
 IMDG: International Maritime Dangerous Goods
 NFPA: National Fire Protection Association
 NIOSH: National Institute for Occupational Safety and Health
 NTP: National Toxicology Program
 OSHA: Occupational Safety and Health Administration
 PEL: Permissible Exposure Limit
 PPM: Parts Per Million
 RCRA: Resource Conservation and Recovery Act
 REL: Recommended Exposure Limit
 SCBA: Self Contained Breathing Apparatus

STEL: Short Term Exposure Limit
TLV: Threshold Limit Value
TWA: Time Weighted Average

Disclaimer:

The information, data, and recommendations in this safety data sheet relate only to the specific material designated herein and do not relate to use in combination with any other material or in any process. To the best of our knowledge, the information, data, and recommendations set forth herein are believed to be accurate. We make no warranties, either expressed or implied, with respect thereto and assume no liability in connection with any use of such information, data, and recommendations. Judgements as to the suitability of the information contained herein for the party's own use or purposes are solely the responsibility of that party. Any party handling, transferring, transporting, storing, applying or otherwise using this product should review thoroughly all applicable laws, rules, regulations, standards and good engineering practices. Such thorough review should occur before the party handles, transfers, transports, stores, applies or otherwise uses this product.



Andy Armstrong <aarmstrong@hollyhillfl.org>

Re: Piggyback

1 message

rbutt@tannerind.com <rbutt@tannerind.com>
 To: Andy Armstrong <aarmstrong@hollyhillfl.org>
 Cc: rbutt@tannerind.com

Thu, Aug 27, 2020 at 7:28 AM

Good Morning Andy- We actually just renewed our agreement with the City of Stuart. Same price (\$.77 per pound firm through September 30, 2021.)

I attached a link for you , this should take you to the purchasing web site and scroll down to ' 2019-100 ' to find Tanner's agreement with them.

<http://cityofstuart.us/445/Current-Contracts>

Richard Butt
 Tanner Industries
 Territory Manager
Cell : 407-443-9083
 Office: 800-643-6226 ext. 4640

From: Andy Armstrong <aarmstrong@hollyhillfl.org>
 To: rbutt@tannerind.com
 Date: 08/26/2020 10:39 AM
 Subject: Piggyback

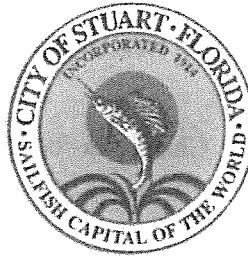
Good Morning Rich,

Do you know of a contract we can piggyback off of for the upcoming year?

Thanks,

Andy Armstrong, Drinking Water Supervisor
 Department of Public Works
 City of Holly Hill
 453 LPGA Boulevard
 Holly Hill, FL 32117
 (386)248-9463 (office)
 (386)248-9499 (fax)
aarmstrong@hollyhillfl.org
www.hollyhillfl.org

Attachment: City of Stuart Contract Renewal and Pricing 2 (2020-R-55 : Water & Wastewater Chemical Purchase Approval for FY 2020-2021)



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 79-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO RENEW ITB NO. 2019-100, CHEMICALS FOR WATER TREATMENT PLANT/WATER RECLAMATION FACILITY ON AN "AS NEEDED" BASIS, FOR THE 2nd and FINAL RENEWAL PERIOD THROUGH SEPTEMBER 30, 2021 TO THE FOLLOWING FIRMS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the 2nd and Final of two (2) renewal periods of ITB NO. 2019-100 Chemicals for Water Treatment Plant/Water Reclamation Facility for the period October 1, 2020 through September 30, 2021.

Item	Vendor	Chemical	Amount
1	Allied Universal Corporation	Sodium Hypochlorite	\$64,200.00
	Odyssey Manufacturing Company	Sodium Hypochlorite as the secondary vendor	\$66,000.00
2	Tanner Industries, Inc.	Anhydrous Ammonia	\$14,052.50
3	Carus Corporation	Sodium Hexametphosphate	\$19,190.00
4	Hawkins, Inc.	Hydrofluorosilicic acid	\$ 8,070.00
5	Hawkins, Inc.	Hydrochloric Acid	\$ 2,706.00
6	Hawkins, Inc.	Anionic Dry Polymer	\$ 6,110.00
7	Hawkins, Inc.	Cationic Liquid Polymer	\$18,218.20
Overall Total			\$132,546.70

Resolution No. 79-2020

SECTION 2: This resolution shall take effect upon adoption.

Approve Award of ITB #2019-100, Chemicals for Water Treatment Plant/Water Reclamation Facility.

Commissioner CLARKE offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MATHESON and upon being put to a roll call vote, the vote was as follows:

MICHAEL J. MEIER, MAYOR
EULA R. CLARKE, VICE MAYOR
BECKY BRUNER, COMMISSIONER
MERRITT MATHESON, COMMISSIONER
VACANT, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			

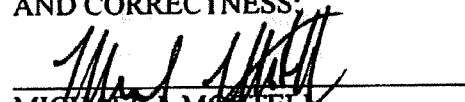
ADOPTED this 13th day of July, 2020.

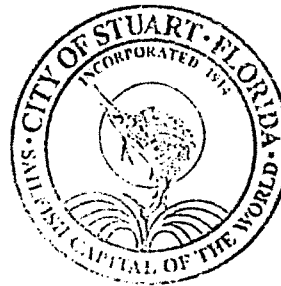
ATTEST:


MARY R. KINDEL
CITY CLERK


MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORRELL
CITY ATTORNEY



CONTRACT FOR PURCHASE OF GOODS WATER TREATMENT CHEMICALS

This Contract for Purchase of Goods, Water Treatment Chemicals, hereinafter referred to as the "Agreement", is made and entered into on April 3, 2019, between PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, hereinafter referred to as "Authority", and C & S Chemicals hereinafter referred to as "Seller".

WHEREAS the Authority desires to engage the Seller to provide water treatment chemicals for the Peace River Regional Water Supply Facility, hereinafter referred to as the "Peace River Facility" on an as-needed basis for a fixed price; and

WHEREAS the Seller desires to supply water treatment chemicals as described herein, and has the experience, personnel, and resources to provide these chemicals in a timely manner.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

ARTICLE 1. INTEGRATED AGREEMENT

The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to its terms and as a complete and exclusive statement of its terms. The recitations are incorporated herein by reference.

ARTICLE 2. DESCRIPTION OF GOODS

The Seller undertakes to transfer ownership, sell, and deliver possession to the Authority, and the Authority shall pay for, buy and accept the following water treatment chemicals:

Aluminum Sulfate

These chemicals are to be furnished firm FOB destination price for the delivery and unloading of water treatment chemicals at the Peace River Facility located in DeSoto County as set forth in the Bid Documents and hereinafter referred to as the "goods" or "chemicals".

ARTICLE 3. TIME AND PLACE OF DELIVERY

Delivery of the goods shall occur within five (5) business days of being requested by the Authority except for powder activated carbon which shall be delivered within ten (10) business days upon receipt of request for goods by the Authority.

The goods shall be delivered to and unloaded at the Peace River Facility, 8998 SW County Road 769, Arcadia, Florida 34269 ("place of delivery"). Time is of the essence and the Seller shall be held strictly to the delivery date from the receipt of the purchase order. Chemicals not delivered by the date specified shall justify the Authority's option to terminate the contract. All deliveries shall be made between the hours of 8:00 A.M. and 3:00 P.M. EST, Monday through Friday, excluding holidays, unless otherwise agreed to by the Authority.

Seller confirms that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority. Certified weight or volume (as applicable to unit costs) tickets are required with each delivery. The Seller shall provide a separate delivery ticket for each delivery and shall obtain an authorized signature from the Authority. At least one copy of the delivery ticket and corresponding weight or volume (as applicable to unit costs) ticket shall be provided to the Authority with each delivery.

Each individual purchase shall be assigned a Purchase Order. Separate invoicing shall be required for each delivery, showing the Purchase Order number. Seller shall also comply with all requirements of the Safety Measures attached hereto as Exhibit E.

ARTICLE 4. PRICE

The unit prices, FOB destination quoted by the Seller in its Bid Form, and attached as Exhibit A, shall be considered firm throughout the term of the Agreement. The prices quoted shall be used for payment and shall include payment in full for all transportation, labor, equipment and other costs used in delivering all goods to the point of delivery and the unloading of such goods. There shall be no cost adjustments.

Storage tanks, where required, for goods offered under this Agreement shall be furnished by the supplier(s) at the Authority's option on loan, and at no cost to the Authority. Estimated quantities are not guaranteed. The Authority is not obligated to make any minimum quantity purchases from the Seller during the Agreement term.

ARTICLE 5. CANCELLATION

Failure by the Seller to comply with terms of this Agreement shall be deemed a breach of contract claim against Seller and shall, at the Authority's sole and absolute discretion, result in the cancellation of this Agreement in accordance with ARTICLE 19. TERMINATION.

ARTICLE 6. COMPENSATION

The Seller shall prepare and submit to the Authority invoices for goods delivered. The Executive Director, or the Executive Director's designee, shall approve payment after verifying delivery is in compliance with all requirements of this Agreement. Payment shall be made in accordance with the Part VII of Chapter 218, Florida Statutes, Florida Prompt Payment Act. The Authority may, in addition to other remedies available at law or equity,

retain such monies from amounts due Seller as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Seller to the Authority against any payments due the Seller under this Agreement.

ARTICLE 7. SELLER'S ASSIGNMENT OF PAYMENT

The Seller may not assign the right to receive payment from the Authority.

ARTICLE 8. EXPRESS WARRANTY

In addition to any implied warranties of the Uniform Commercial Code, the Seller warrants to the Authority that the goods being sold under this Agreement shall strictly meet the specifications in Exhibit D.

ARTICLE 9. RIGHT OF INSPECTION

The Authority shall have the right to inspect the goods at the time and place of delivery, before payment or acceptance.

ARTICLE 10. ALLOCATION OF RISK OF LOSS

Any risk or loss associated with the goods remains with the Seller until the time of acceptance of the goods by the Authority at the place of delivery.

ARTICLE 11. REJECTION OF NONCONFORMING GOODS

Rejection of goods for failure to conform to the requirements of this Agreement must be made within thirty (30) days after their delivery and inspection. The Authority shall send written notification of the rejection to the Seller. The notice must state the basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected.

On receipt of notification of rejection, the Seller shall immediately arrange for the return shipment of the goods at the Seller's expense. The Seller shall ship replacement

conforming goods, at no additional cost to the Authority, within ten (10) business days of the notice of rejection unless the Authority notifies the Seller to forgo the shipment before that date.

ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY

In addition to any of the remedies provided under the Uniform Commercial Code, if the Seller is unable to provide services because of breakdown, product scheduling, lack of product or equipment, then the Authority may, on an order basis, go to another supplier and the Seller recognizes that this Agreement is not an exclusive contract to purchase chemicals.

ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER

The exclusive remedies of the Seller under this Agreement are to have any goods not paid for returned to the Seller, or to receive, on demand, the purchase price for any goods not paid for in accordance with the terms of this Agreement and not returned within sixty (60) days of the demand.

ARTICLE 14. WAIVER

No claim or right arising out of a breach of this Agreement can be discharged by the Authority in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration, is in writing, and is signed by the Executive Director or appointed designee.

ARTICLE 15. SELLER'S DELEGATION

The Seller may not delegate its performance in the delivery of goods under this Agreement without the prior written consent of the Authority. Written consent shall be in Authority's sole discretion, and if granted, shall be given once the Authority has received satisfactory assurances that the quality of goods being substituted shall be equivalent to

that of the contract goods, that all terms of the Contract Documents are complied with, and that the delegation shall not otherwise adversely affect the Authority's rights and obligations with regard to other sellers.

ARTICLE 16. SELLER'S INSURANCE REQUIREMENTS

The Seller shall, at all times during the term of this Agreement, secure and maintain the following forms and amounts of insurance coverage during the life of this Agreement:

- *Workers' Compensation and Employer's Liability Insurance.* The Seller shall secure and maintain Workers' Compensation insurance for all employees employed including supervision, administration, and management personnel. All such insurance shall comply with Florida Workers' Compensation Law. Coverage shall include a waiver or subrogation clause in favor of the Authority. Seller shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law.

The liability limits shall be not less than:

Workers' compensation	Statutory
Employers' liability	\$100,000 each occurrence
	\$500,000 Disease – Policy Limit
	\$100,000 Disease – Each Employee

- *Business Automobile and Public Liability Insurance.* The Seller shall secure and maintain Business Automobile and Public Liability insurance that shall be occurrence type, written in comprehensive form, and shall include Seller's owned, non-owned, and hired motor vehicle coverage. Seller shall secure and maintain other Public Liability insurance against all other Bodily Injury, Property Damage, and Personal Exposures. Additionally, Seller shall be required to carry Public Liability

coverage including: (1) On and Off Premises Operation Liability; (2) Personal Injury Liability Insurance; and (3) Independent Contractor Liability. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis.

The liability limits shall be not less than:

Business Automobile & Public Liability Insurance	\$1,000,000 combined single limit for each occurrence
--	---

- *Commercial General Liability Insurance.* Seller shall secure and maintain Commercial General Liability Insurance that shall be occurrence type, written in comprehensive form, and shall protect Seller, and Authority as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of the provision of good under this Agreement. This policy must include a pollution liability coverage. The policy shall also include a per project aggregate limit endorsement, personal injury liability coverage, contractual liability coverage, and products liability coverage, and coverage for blasting, explosion, collapse of buildings, and damage to underground property.

The liability limits shall be not less than:

Bodily Injury and Property Damage	\$1,000,000 combined single limit for each occurrence
-----------------------------------	---

All insurance policies, except the Workers' Compensation policy, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which

might be applicable to any loss, the insurance required of Seller shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy. Seller has provided Authority with Certificates of Insurance for all policies in compliance with this Agreement prior to the execution of this Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement. Failure of Seller to maintain said insurance coverage shall be deemed a breach of the terms of the Agreement and may, at Authority's sole and absolute discretion, result in the immediate termination of this Agreement. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Seller by certified mail. Seller shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to term of this Agreement, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration. Failure of Authority to demand such certificates or other evidence of Seller's full compliance with these insurance requirements or failure of Authority to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.

ARTICLE 17. CONTRACT TERM

Term of this contract is for one (1) year commencing on April 1, 2019 through March 31, 2020 and may be extended for two (2) one (1) year periods upon mutual written agreement of both parties.

Written agreement for each contract extension shall be approved no later than January 15 for the ensuing contract year. All Agreement terms, including ARTICLE 4. PRICES, shall remain the same through the term of any extension.

ARTICLE 18. CONTRACT DOCUMENT

The Contract Documents that comprise the contract between the Authority and the Seller are attached hereto and made a part hereof and consists of the following:

- This Agreement;
- Bid Form, attached as Exhibit A;
- Invitation to Bid, attached as Exhibit B;
- Instruction to Bidders, attached as Exhibit C;
- Technical Specifications, including the Minimum Specifications for Water Treatment Chemicals, attached as Exhibit D;
- Safety Measures, attached as Exhibit E;
- Any addenda to the Bid Documents, if applicable, attached as Exhibit F; and
- Any written amendments or modification to this Agreement.

ARTICLE 19. TERMINATION

This Agreement may be terminated by the Authority, without cause, upon seven (7) days written notice. In the event the Agreement is terminated by Authority, the duties

and obligations of Seller under the following provisions shall survive termination and continue in full force and effect:

1. ARTICLE 10. ALLOCATION OF RISK OF LOSS;
2. ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY;
3. ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER;
4. ARTICLE 19. TERMINATION;
5. ARTICLE 20. GOVERNING LAW; and
6. ARTICLE 24. INDEMNIFICATION.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Uniform Commercial Code - Sales. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Agreement.

Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs and reasonable attorneys' fees shall be paid to the prevailing party. The venue of any litigation resulting out of this Agreement shall be in the county or circuit court, whichever is applicable, in and for Manatee County, Florida.

ARTICLE 21. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of its parties and their partners, successors, assigns and legal representatives when permitted by this Agreement.

ARTICLE 22. NON-EXCLUSIVITY

This is not an exclusive contract. The Authority has the right to contract with other suppliers for the purchase of water treatment chemicals described in Exhibit B from one or more suppliers.

ARTICLE 23. MODIFICATION

This Agreement may be modified only in writing and signed by both parties or their duly authorized agents.

ARTICLE 24. INDEMNIFICATION

The Seller shall indemnify and save the Authority, its agents, servants and employees harmless from and against any claim, costs, including its attorney's fees, or cause of action of whatsoever kind or nature caused by negligent error, omission or act of the Seller, its agents, servants or employees in the performance of this Agreement.

ARTICLE 25. INDEPENDENT CONTRACTOR

The Seller expressly warrants that it will not represent at any time or in any manner that the Seller or any of its agents, servants or employees are agents, servants or employees of the Authority. It is understood and agreed that the Seller is, and shall at all times remain as to the Authority, a wholly independent contractor and that the Seller's obligations to the Authority are solely as prescribed by this Agreement. It shall be the responsibility of the Seller to assure compliance with local, state or federal laws and regulations or other requirements as each may apply to the sale, delivery and goods purchased pursuant to this Agreement.

ARTICLE 26. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity,

illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 27. SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. By signing this Agreement, Seller certifies that it is not currently on either of the aforementioned lists and agrees to notify the Authority if placement on either list occurs. If Seller submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Seller, which may result in a penalty equal to the greater of \$2 million or twice the fee resulting from this Agreement and all reasonable attorney's fees and costs. The Authority may also terminate the Agreement if the Seller is deemed to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

ATTEST:

Rachel Kersten

Peace River Manasota
Regional Water Supply Authority

Patrick J. Lehman
Patrick J. Lehman, Executive Director

WITNESS

By: [Signature]
By: [Signature]

SELLER:

[Signature]
Greg Chandler VP
Print Name & Title

APPROVED AS TO FORM:

[Signature]
Douglas Manson, General Counsel
Peace River Manasota
Regional Water Supply Authority

BOARD APPROVED

APR - 3 2019

Peace River Manasota
Regional Water Supply Authority

Attachment: Peace River Regional Contract 3 (2020-R-55 : Water & Wastewater Chemical Purchase Approval for FY 2020-2021)

Hon. Priscilla Trace Hon. Ken Doherty Hon. Elton A. Langford Hon. Alan Maio

Manatee County Charlotte County DeSoto County Sarasota County

Patrick J. Lehman, P.E., Executive Director

December 26, 2019

Mr. Mike Chandler
C & S Chemicals, Inc.
4180 Providence Rd. Suite 310
Marietta, Ga. 30060

RE: Peace River Manasota Regional Water Supply Authority
Contract for Purchase of Goods effective April 1, 2019
Aluminum Sulfate Contract Extension

Mr. Chandler:

The current contract for Aluminum Sulfate between Peace River Manasota Regional Water Supply Authority (Authority) and C & S Chemicals, Inc. expires on March 31, 2020. The terms of the original Agreement outlined in Article 17. Contract Term, provide for a contract extension as outlined below:

"Term of this contract is for one (1) year commencing on April 1, 2019 through March 31, 2020 and may be extended for two (2) one (1) year periods upon mutual written agreement of both parties.

Written agreement for each contract extension shall be approved no later than January 15 for the ensuing contract year. All terms including ARTICLE 4. PRICES shall remain the same."

By written confirmation the Contract can be extended for two years, one year at a time, upon mutual agreement of the parties. As such, the Authority requires written confirmation per Article 17 of the Contract no later than January 15, 2020 that C & S Chemicals, Inc. agrees to exercise this contract extension effective April 1, 2020 through March 31, 2021. Please accept this letter as the Authority's request to exercise this option to extend this contract for one year to March 31, 2021. Please indicate your acceptance of this contract extension by signing and returning Page 2 below.

If you should have any questions or concerns please contact me at 863-993-4565.

Regards,

Richard T. Anderson
System Operations Manager

cc: Ann Lee, Finance and Administration Manager
Rachel Kersten, Agency Clerk

Contract Renewal Extension
C & S Chemicals, Inc.
Page Two

Attachment: Peace River Renewal 2020-Alum Contract Extension 4 (2020-R-55 : Water & Wastewater Chemical Purchase Approval for FY 2020-2021)

C & S Chemicals, Inc. agrees to extend the current contract for Aluminum Sulfate for a period of one year effective April 1, 2020 through March 31, 2021 under the same terms and conditions outlined in the original contract agreement.

By:


Signature

Mike Chandler
Name (Please Print)

Vice President
Title

12/26/19
Date

9415 Town Center Pkwy ♦ Lakewood Ranch, Florida 34202 ♦ Tel (941) 316-1776 ♦ Fax (941) 316-1772 ♦ www.regionalwater.org



John Dally <jdally@hollyhillfl.org>

Fwd: Peace River Piggyback

2 messages

Walt Smyser <wsmyser@hollyhillfl.org>

Wed, Aug 28, 2019 at 12:47 PM

To: John Dally <jdally@hollyhillfl.org>, Junker Mike <mjunker@hollyhillfl.org>

----- Forwarded message -----

From: **Stella Gurnee** <sgurnee@hollyhillfl.org>

Date: Wed, Aug 28, 2019 at 11:12 AM

Subject: Fwd: Peace River Piggyback

To: Walt Smyser <wsmyser@hollyhillfl.org>, Antoine Khoury <akhoury@hollyhillfl.org>

There is additional freight due to our location. Is this good or do you want to look for other options?

Stella

----- Forwarded message -----

From: **Mike Chandler** <mikechandler@candschemicals.com>

Date: Wed, Aug 28, 2019 at 9:42 AM

Subject: Peace River Piggyback

To: <sgurnee@hollyhillfl.org>, Lisa Youmans <lisayoumans@candschemicals.com>

Stella,

Thank you for reaching out in regards to piggybacking our Peace River contract. We won the contract for Peace River at \$207.67/Dry Ton. As mentioned, there is added freight to get to Holly Hill from our facility vs the freight to Peace River.

The added freight comes out to \$26.58/Dry Ton. Therefore, C&S Chemicals is able to provide you with full truckloads (min 45,000 Net lbs.) at \$234.25/Dry Ton delivered.

A frame of reference, the second lowest bidder at Peace River came in at \$237.88/Dry Ton. Even with the added freight, your price is still lower than the second place bid price at Peace River.

Please let me know what you would like to do and what we need to do to move forward. I have attached a new Customer Information Sheet that we would need filled out prior to first delivery.

Thanks again for this opportunity as I look forward to working with you in the future.

Mike

--

Mike Chandler
C&S Chemicals, Inc.

770-977-2669 x205
Fax-770-977-4702

--

Stella L. Gurnee
Finance Director
City of Holly Hill
sgurnee@hollyhillfl.org
Phone (386)248-9426

Attachment: Peace River Regional Pricing 5 (2020-R-55 : Water & Wastewater Chemical Purchase Approval for FY 2020-2021)

DAVE SYMONDS & ASSOCIATES, INC.

36730 EMERALDA ISLAND RD.
LEESBURG, FLORIDA 34788
(352) 787-0340 or 1-800-226-0340
FAX (352) 787-0823

August 27, 2020

Town of Holly Hill
City Hall Finance Dept
1065 Ridgewood Avenue
Holly Hill, FL 32117-2807

Att: Andy Armstrong

Ref: Price Quote

The price for a 55 gallon drum of Aqua Gold 170, delivered to your usage site is \$674 - \$17 (early pay).

We anticipate no price change in the upcoming year and we will ensure the price of \$657 per drum through 12/31/2021.

If you need any further information please feel free to contact our office @ (800) 226-0340.

Thank you very much for your business.


Kathrine Godwin

Office Manager

Attachment: Dave Symonds 6 (2020-R-55 : Water & Wastewater Chemical Purchase Approval for FY 2020-2021)



Symonds & Associates
 36730 Emerald Island Road
 Leesburg, FL. 34788
 Attn: Fred Symonds & Kathy Godwin

May 29, 2020

Dear Fred and Kathy:

Sole Source Agreement

Per your request, I have updated this 'Sole Source Agreement' which confirms that Symonds & Associates has sole rights to the distribution of our AQUAGOLD and AQUAFRESH products, within the State of Florida. This letter will serve as confirmation of our agreement for Symonds & Associates being the sole source of the above stated product lines (manufactured by Mersch Consulting, Inc.) throughout the State of Florida.

I have always had a great relationship with your entire family and look forward to working with all of you throughout the future. I will supply all reasonable technical support for your efforts throughout this part of the country and I expect this agreement will continue to provide for many more years of successful water treatment for numerous communities throughout the State of Florida.

Sincerely:

William F. Mersch
 President

Cell: 630-207-7491
 e-mail: gomersch@comcast.net



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

APRIL 20, 2020

JOHN DALLY, WWTF OPERATOR III
DEPARTMENT OF PUBLIC WORKS
CITY OF HOLLY HILL
453 LPGA BOULEVARD
HOLLY HILL, FL 32117

SUBJECT: PRICE EXTENSION FOR FBS 10910 SOLE SOURCE POLYMER

MR. DALLY,

THIS LETTER IS TO INFORM YOU THAT FORT BEND SERVICES, INC. IS THE SOLE SOURCE PROVIDER FOR THE FBS 10910 POLYMER, BEING USED AT YOUR WWTP. THIS PRODUCT IS SPECIFICALLY MADE UNDER THIS NAME FOR FORT BEND SERVICES, INC AND NO ONE ELSE. PLEASE SEE THE FOLLOWING PRICE EXTENSION ON FBS 10910 FOR THE CITY OF HOLLY HILL:

FBS 10910	450#NET DRUM	\$1.45/LB	\$652.50/DRUM
-----------	--------------	-----------	---------------

F.O.B.: DELIVERED 15-20 WORKING DAYS

TERMS: NET 30 DAYS

THIS PRICE EXTENSION IS GOOD FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021.

WE THANK YOU FOR YOUR CONTINUED INTEREST IN OUR PRODUCTS AND SERVICES. IF YOU HAVE ANY FURTHER QUESTIONS OR NEEDS, PLEASE FEEL FREE TO CALL AT ANY TIME.

SINCERELY,

DAVID JAMES
VICE PRESIDENT OF SALES
FORT BEND SERVICES, INC.

office: 281.261.5199 ♦ toll free: 800.933.3678 ♦ fax: 281.261.2295

office: 13303 Redfish, Stafford, TX 77477 ♦ mailing: PO Box 1688, Stafford, TX 77497

www.fortbendservices.com



solenis.com

Suzanne B. Brown

Phone: 302-502-0830

Email: bidders@solenis.com

April 24, 2020

Mr. John Dally
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

Re: Praestol K 260 FL Price Extension

Dear Mr. Dally,

Solenis LLC is please to extend the current price for a twelve month period as follows:

PRODUCT NAME	PRICE/LB
Praestol K260FL	\$1.58

- FOB & Shipping: Delivered/Destination Shipping Included
- Terms: Net 30
- Packaging: 55 gallon drums
- Period: October 1, 2020 –September 30, 2021
- All remaining terms and conditions are the same.

If you have any questions, please contact me or Tim Brewer, your Authorized Agent.
We Value your business and look forward to another successful year.

Sincerely,

Suzanne B. Brown

Suzanne B. Brown



Mr. Charles Davis
Wastewater Operator
Dept. of Public Works
453 LPGA Blvd.
Holly Hill, FL 32117

Dear Mr. Davis,

Solenis LLC is a major global producer of water treatment polymers, including both dry and emulsion wastewater flocculants, dispersants, selected antiscalants and other innovative products. Solenis is the sole source of manufacture for PRAESTOL K 260 FL as sold to the City of Holly Hill, FL. No company other than Solenis may manufacture Praestol.

PRAESTOL® is made at the manufacturing plant located at:

SOLENIS LLC
2401 Doyle Street
Greensboro, NC 27406

Please feel free to contact me if you have any questions.

Sincerely,

Suzanne B. Brown

Suzanne B. Brown
Administrative Assistant
Municipal Business

BRENTAG

250 Central Florida Parkway
Orlando, FL 32824

DATE: Wednesday, September 23, 2020

TO: **City of Holly Hill**
Ship to: 453 LPGA Blvd Holly Hill Florida 32117
John Dally Phone: 386-492.0392

FROM: Stephanie Ubach

CONTACT: Stephanie Ubach
270.855.0694
subach@brenntag.com

Unit Quantity	Weight per Unit	DESCRIPTION	COST/UNIT	Each	TOTAL
1	2,000	Chlorine Gas Ton Cylinder #253418	0.2950	590.000	590.000
1	2,000	Sulfur Dioxide Ton Cylinder #574589	0.3520	704.000	704.000
		Total			
		FUEL SURCHARGE	0.0000		-

Comments: No additonal charges apply ; Emergency order subject to additional fee
Pricing valid through Sept 31, 2021

DELIVERY 5 **BUSINESS DAYS (excluding holidays)**

Attachment: CL2 & SO2 Quotes 10 (2020-R-55 : Water & Wastewater Chemical Purchase Approval for FY 2020-2021)



John Dally <jdally@hollyhillfl.org>

CL2 & SO23 Pricing

2 messages

Richard Hansen <richardh@allieduniversal.com>

Fri, Aug 21, 2020 at 4:46 PM

To: John Dally <jdally@hollyhillfl.org>

John,

Please find the attached pricing as requested. Please let me know if you have any questions or need anything else.

Thanks,

Rich Hansen
Allied Universal Corporation
Area Account Representative
C:407-451-6774
O:305-888-2623 EXT. 0162
RichardH@AlliedUniversal.com

=====

NOTICE: This communication, including all attachments, may contain legally privileged, confidential or proprietary information. If the reader of this communication is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, disclosure or other use of this information is strictly prohibited. If you have received this message in error, please notify the sender immediately by email reply and delete this message and all copies and backups, thereof. Thank You.

=====

 **SKMBT_C22020082012590.pdf**
 130K

John Dally <jdally@hollyhillfl.org>

Mon, Aug 24, 2020 at 9:53 AM

To: Antoine Khoury <akhoury@hollyhillfl.org>

[Quoted text hidden]

--

John R. Dally, Acting Chief WWTP Operator
 Department of Public Works
 City of Holly Hill
 453 LPGA Boulevard
 Holly Hill, FL 32117
 386-248-9463 (office)
 386-248-9499 (fax)
 jdally@hollyhillfl.org
 www.hollyhillfl.org

 **SKMBT_C22020082012590.pdf**
 130K

Attachment: CL2 & SO2 Quotes 10 (2020-R-55 : Water & Wastewater Chemical Purchase Approval for FY 2020-2021)

*Allied Universal*SALES
SPECIAL PRICE QUOTATION

AUGUST 20, 2020

SALES REP: RICH HANSEN

ITEM QUOTED: CHLORINE TONS
SULFUR DIOXIDE TONS

END USER'S NAME: CITY OF HOLLY HILL

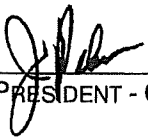
DELIVERY LOCATION: HOLLY HILL, FL

QUANTITY REQUIRED: 50 CL2 TONS
20 SO2 TONSDELIVERED PRICE: CL2 TONS \$570.90/Ton
SO2 TONS \$900.00/Ton****MUST BUY CHLORINE TONS TO GET THIS SPECIAL SO2 PRICE****
MUST BE SHIPPED FROM BRUNSWICK*

PRICE GOOD 9/1/20 TILL 8/31/21

MINIMUM DELIVERY REQUIREMENT:

APPROVAL:


JIM PALMER, PRESIDENT - CEO
DATE

AP/

CC: C. FERNÁNDEZ

Attachment: CL2 & SO2 Quotes 10 (2020-R-55 : Water & Wastewater Chemical Purchase Approval for FY 2020-2021)

identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

John Dally <jdally@hollyhillfl.org>
To: Antoine Khoury <akhoury@hollyhillfl.org>

Mon, Aug 24, 2020 at 1:26 PM

No cherry picker

----- Forwarded message -----

From: **Heather Glass** <hglass@jcichem.com>
Date: Mon, Aug 24, 2020 at 11:34 AM
Subject: RE: Pricing Chlorine
To: John Dally <jdally@hollyhillfl.org>
Cc: Ken Solomon <ksolomon@jcichem.com>, Summer Mello <Summer@jcichem.com>

John,

Thank you for reaching out to JCI Jones Chemicals for the opportunity to supply Chlorine. Unfortunately, we have to decline the offer.

Thank you

Best Regards,

Heather S. Glass

JCI Jones Chemicals, Inc.

Office Manager – Jacksonville, FL

904-355-0779

hglass@jcichem.com

From: John Dally <jdally@hollyhillfl.org>
Sent: Monday, August 24, 2020 11:08 AM
To: Heather Glass <hglass@jcichem.com>
Subject: Pricing Chlorine

I need pricing on 1 ton cylinders of chlorine. This is for our fiscal year October 1, 2020 through September 30, 2021. Delivery address is 453 LPGA blvd, Holly Hill FL. We take at least four tons per delivery with approximately 54 tons required per year. We do require a cherry picker. You stated that you do not supply Sulfur Dioxide. Can you just state that in an email. Thank You.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: October 13, 2020
FROM: Steve Juengst
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Change Order to an Existing Contract with ABC Express Lawn Care in the Amount OF \$43,740; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2020-R-56
APPLICANT:
PLANNER:

DISCUSSION:

On September 25, 2018, the Holly Hill City Commission approved (2) landscape contracts through consent agenda. One approved contract was awarded to ABC Express Lawn Care to maintain parks throughout the City. The other contract was awarded to Verdego, LLC to maintain all City facilities aside from the Public Works complex.

Unfortunately, on June 30, 2020, City staff deemed it necessary to terminate the contract with Verdego effective July 31, 2020. This action became necessary due to the ongoing unsatisfactory performance of Verdego to adequately maintain landscaping throughout the City.

Staff recommends that the landscape maintenance of facilities be awarded to ABC Express Lawn Care as they have done a commendable job maintaining parks and are honoring the 2018 bid costs. ABC Express Lawn Care was granted a (2) month trial taking on additional City facilities since the termination of Verdego and have proven that they have the capacity to maintain City properties to the expectations of City standards. As such, staff recommends that they be awarded the annual contract.

The approval of a contract with ABC will be a cost savings to the City of \$12,500.54 annually. The bid tabulations received in the 2018 Request for Proposals for the landscaping maintenance of City properties are included under 'Exhibit A'.

FISCAL ANALYSIS:

The annual cost of landscaping anticipated for FY 2019-2020 was \$73,950 for ABC Express Lawn Care and \$56,240.54 for Verdego, LLC for a total of \$130,190.54. If ABC Express Lawn Care is awarded both facilities and parks contracts, the annual cost will be \$124,010 including increased services for the Pictona Complex, for an annual cost savings to the City of \$6,184.54.

STAFF RECOMMENDATION:

Approve the addition of the landscaping maintenance of City facilities to the existing landscaping contract with ABC Express Lawn Care. This contract will expire on September 25, 2023.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVE THE RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER TO AN EXISTING CONTRACT WITH ABC EXPRESS LAWN CARE IN THE AMOUNT OF \$43,740.

ATTACHMENTS:

- ABC Express Proposal Pricing Bid (PDF)
- Contract Amendment RFP #18-PW-04 ABC Express (PDF)
- Executed Contract Amendment (JPG)
- VerdeGo City of Holly Hill RFP #18-PW-04 (PDF)
- Pictona Landscaping Increased Cost (PDF)
- Exhibit A (PDF)

Resolution No. 2020-56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER TO AN EXISTING CONTRACT WITH ABC EXPRESS LAWN CARE IN THE AMOUNT OF \$43,740; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER TO AN EXISTING CONTRACT WITH ABC EXPRESS LAWN CARE IN THE AMOUNT OF \$43,740; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has an agreement with ABC Express Lawn Care to provide landscaping maintenance of city parks in the annual amount of \$73,950; and

WHEREAS, the City has found it necessary to terminate a landscaping maintenance contract of city facilities with Verdego, LLC in the amount of \$56,240.54 annually; and

WHEREAS, the City has found ABC Express Lawn Care to be a strong contractor with competitive pricing; and

WHEREAS, the City desires to hire ABC Express Lawn Care to provide facility landscaping maintenance, increasing the current contract by \$43,740.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to execute a change order with ABC Express Lawn Care adding facility landscape maintenance at an annual cost \$43,740.00.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of OCTOBER, 2020.

PROPOSAL PRICING FORM
RFP 18-PW-04
LANDSCAPE MAINTENANCE SERVICES

LOCATIONS**Facilities**

1 City Hall Complex

Bed maintenance
 cleanup fee - \$600

\$325 Mowing \$ 13,000 (40) - 42 times annually
 Fertilization 1200 (4) times annually (Optional)
 Pest Control 1200 (4) times annually (Optional)
 Mulching \$ 1800 (1) time annually (Optional)

2 YMCA / B&G Club

Bed maintenance
 cleanup fee \$300

\$280 Mowing \$ 11,200 (40) - 42 times annually
 Fertilization 1200 (4) times annually (Optional)
 Pest Control 1200 (4) times annually (Optional)
 Mulching \$ 3000 (1) time annually (Optional)

3 Station 96

\$100 Mowing \$ 4000 (40) - 42 times annually
 Fertilization 320 (4) times annually (Optional)
 Pest Control 320 (4) times annually (Optional)
 Mulching \$ 350 (1) time annually (Optional)

4 Sica Hall

\$115 Mowing \$ 4600 (40) - 42 times annually
 Mulching \$ 350 (1) time annually (Optional)

5 City Hall Annex

\$75 Mowing \$ 3000 (40) - 42 times annually
 Mulching \$ 700 (1) time annually (Optional)

Parks

6 Riverside Park

\$80 Mowing \$ 3200 (40) - 42 times annually
 Mulching \$ 3600 (1) time annually (Optional)

7 Sunrise Park North

\$240 Mowing \$ 9600 (40) - 42 times annually
 Mulching \$ 800 (1) time annually (Optional)

8 Sunrise Park South

\$110 Mowing \$ 4400 (40) - 42 times annually

9 Ross Point

\$75 Mowing \$ 3000 (40) - 42 times annually

10	Riviera Oaks Dog Park			
	Clean up fee \$ 300	\$170	Mowing \$ 6800	(40) 42 times annually
			Mulching \$ 1200	1 time annually (Optional)
11	Grove Avenue Park	\$30	Mowing \$ 1200	(40) 42 times annually
12	Hollyland Park	\$180	Mowing \$ 7200	(40) 42 times annually
Stormwater				
13	Centennial Park	\$280	Mowing \$ 11,200	(40) 42 times annually
14	Hallman Pond	\$120	Mowing \$ 4800	(40) 42 times annually
15	7th Street Park	\$140	Mowing \$ 5600	(40) 42 times annually
16	Shirley Heyman Park	\$60	Mowing \$ 2400	(40) 42 times annually
Community Redevelopment Agency				
17	Vacant Land	\$27	Mowing \$ 1080	(40) 42 times annually

mulching annually \$ 100

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

[Signature]
Authorized Signature

David Doyle
Printed Name & Title

ABC Express Lawn Care LLC
Company

8-31-18
Date

498 North Pine Meadow Drive
Address

DeBary Florida 32713
City, State, Zip Code

386-216-3998
Telephone No.

abcexpresslawn care@gmail.com
Email Address.

Attachment: ABC Express Proposal Pricing Bid (2020-R-56 : Landscaping Maintenance Contract Amendment)

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ The standard contract/ agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☒ The mailing envelope must be sealed and marked with Qualification Number "RFP 18-PW-04", Proposal Title "LANDSCAPE MAINTENANCE SERVICES" and Due Date "@ 10:30 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

ABC Express Lawn Care LLC
Company


Authorized Signature

David Doyle, president/owner
Printed Name & Title

abcexpresslawn care@gmail.com
Email

495 North Pine Meadow Drive
Address

DeBary, Florida 32713
City, State, Zip Code

386 216-3998
Telephone No.

386-753-1983
Fax No.

Attachment: ABC Express Proposal Pricing Bid (2020-R-56 : Landscaping Maintenance Contract Amendment)

**PROFESSIONAL SERVICES AGREEMENT
LANDSCAPE MAINTENANCE SERVICES
Request for Proposal (RFP) #18-PW-04**

THIS AGREEMENT is made and entered into this day of September, 2018, by and between David Doyle (ABC Express Lawn Care LLC), duly authorized to conduct business in the State of Florida and whose address is 495 North Pine Meadow Dr. DeBary, FL hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #18-PW-04), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor: President
David Doyle, owner (Name, Title)
ABC Express Lawn Care LLC (Company)
495 North Pine Meadow Dr (Address)
DeBary Florida 32713 (City, State, Zip)
386 216-3998 (Phone)

Attachment: ABC Express Proposal Pricing Bid (2020-R-56 : Landscaping Maintenance Contract Amendment)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

WITNESSES:

Attachments: A. RFP #18-PW-04

B. Firm Response to RFP

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

FIRMS

By: _____

_____, _____

Dated: _____

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2018 under Agenda Item No. _____.

Attachment: ABC Express Proposal Pricing Bid (2020-R-56 : Landscaping Maintenance Contract Amendment)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

ABC Express Lawn Care LLC
Company

495 North Pine Meadow Drive
Address

[Signature]
Authorized Signature

DeBary Florida 32713
City, State, Zip Code

David Doyle - President/owner
Printed Name & Title

386 216-3998
Telephone No.

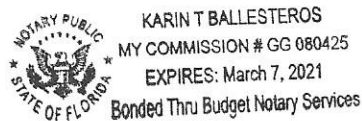
abcexpresslawn care@gmail.com 386-753-1983
Email Fax No.

State of Florida
City of Orange City

SUBSCRIBED AND SWORN to before me this 31st day of August, 2018, by David Doyle, who is personally known to me to be the President/owner for the Firm, OR who produced the following identification: _____

[Signature]

Notary Public



My Commission Expires: 3/7/2021

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
100% done-job wise -	Volusia County	\$ 311,000.00
100% done-job wise -	Holly Hill Landscape Maintenance	\$ 16,990.00
		\$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

none

OTHER INFORMATION ABOUT PROJECTS:

We have worked for Volusia County for the past 19 yrs. Other projects which we have worked for are: Deltona Park, Seminole County, Orange County Parks NSP for Volusia Co., City of Orlando

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. Fees must be listed individually by contract or project and then summarized as a total dollar amount. Attach additional page if necessary.

\$ 1.2 million Total Fees for work done on all City projects

REFERENCES:

Bank(s) Maintaining Account(s): Fidelity Bank - business + personal account
Wells-fargo Bank - personal accounts

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

- ☒ Corporation/Years in Business: 15. If firm is a corporation, please list state in which it is incorporated: S-corp. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
- ☐ Partnership/Years in Business: _____
- ☒ Sole Proprietorship/Years in Business: 3
- ☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

ABC Express Lawn Care LLC
Company

495 North Pine Meadow Drive
Address


Authorized Signature

DeBary Florida 32713
City, State, Zip Code

David Doyle - president / owner
Printed Name & Title

386 216-3998
Telephone No.

abcexpresslawn care@gmail.com
Email

386-753-1983
Fax No.

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 18-PW-0 - "LANDSCAPE MAINTENANCE SERVICES"

Dear Mayor and Commission Members:

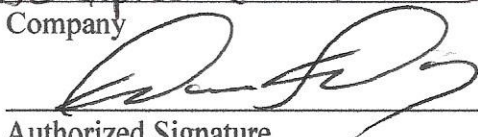
The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in RFP #18-PW-04.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 31st day of August, 2018 in the City of Orange City, in the State of Florida.

ABC Express Lawn Care LLC
Company


Authorized Signature

David Doyle - president / owner
Printed Name & Title

abcexpresslawn care@gmail.com
Email

495 North Pine Meadow Drive
Address

DeBary Florida 32713
City, State, Zip Code

386 216-3998
Telephone No.

386 753-1983
Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |

- ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

- | | |
|--|---|
| ☒ 4. Automobile Liability | \$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS (Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP Number** and **LANDSCAPE MAINTENANCE SERVICES**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

ABC Express Lawn Care LLC
Company

495 North Pine Meadow Drive
Address

[Signature]
Authorized Signature

DeBary Florida 32713
City, State, Zip Code

David Doyle-president/owner
Printed Name & Title

386-216-3998
Telephone No.

abcexpresslawn care@gmail.com
Email

386-753-1983
Fax No.

Allstate - Kerri Ravi
Insurance Agency

Signature of Proposer's Agent

Attachment: ABC Express Proposal Pricing Bid (2020-R-56 : Landscaping Maintenance Contract Amendment)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES
☐ NO

ABC Express Lawn Care LLC
 Company


 Authorized Signature

David Doyle - president/owner
 Printed Name & Title

abcexpresslawn care@gmail.com 386-753-1983
 Email Fax No.

495 North Pine Meadow Drive
 Address

DeBary Florida 32713
 City, State, Zip Code

386-216-3998
 Telephone No.

Attachment: ABC Express Proposal Pricing Bid (2020-R-56 : Landscaping Maintenance Contract Amendment)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FloridaCounty of VolusiaDavid Doyle, being first duly sworn, deposes and says that:He/she is Pres./Owner of ABC Express Lawn, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

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

ABC Express Lawn Care LLC
Company495 North Pine Meadow Drive
Address[Signature]
Authorized SignatureDeBary Florida 32713
City, State, Zip CodeDavid Doyle - president/owner
Printed Name & Title386-216-3998
Telephone No.abc.express.lawn.care@gmail.com
Email386-753-1983
Fax No.Subscribed and sworn to before me this 31st day of Aug., 2018.[Signature]

Title

My Commission Expires: 3/7/21

KARIN T BALLESTEROS
MY COMMISSION # GG 080425
EXPIRES: March 7, 2021
Bonded Thru Budget Notary Services

ACKNOWLEDGEMENTS
RFP #18-PW-04 LANDSCAPE MAINTENANCE SERVICES

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

ABC Express Lawn Care LLC
From : Insert Information "Contractor"

The Contractor agrees to provide LANDSCAPE MAINTENANCE SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the LANDSCAPE MAINTENANCE SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee LANDSCAPE MAINTENANCE SERVICES within 5 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 31st day of August, 2018
 (Month) (Year)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER
FORM OF ENTITY

By: X [Signature] / David Doyle
(Signature) (Print name)

Address: 495 North Pine Meadow Drive
DeBary Florida 32713

Telephone: (386) 216-3998 Fax: (386) 753-1983

Taxpayer Identification Number (TIN): 51-0489050

CORPORATION

By: X [Signature] / David Doyle
(Signature) (Print name)

Address: 495 North Pine Meadow Drive
DeBary Florida 32713

Telephone: (386) 216-3998 Fax: (386) 753-1983

Taxpayer Identification Number (TIN/EIN): 51-0489050

State Under Which Corporation Was Chartered:
Florida

Corporate President: David Doyle
(Print Name)

Corporate Secretary: N/A
(Print Name)

Corporate Treasurer: N/A
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: X [Signature] Date: 8-31-18

COMPLIANCE WITH THE PUBLIC RECORDS LAW

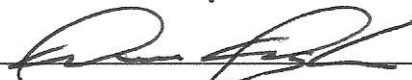
Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: ABC Express Lawn Care LLC

Authorized representative (printed): David Dayle

Authorized representative (signature): 

Project Number: RFP #18-PW-04

Date: 8-31-18

Attachment: ABC Express Proposal Pricing Bid (2020-R-56 : Landscaping Maintenance Contract Amendment)

ABC EXPRESS LAWN CARE LLC

495 North Pine Meadow Drive

Debary, FL 32713

Phone: (386) 216-3998

Fax: (386) 753-1983

abcexpresslawncare@gmail.com

I, David Doyle, will accept this "RFP18-PW-04" Landscape "Maintenance Services Contract", if awarded to me.

David Doyle
9/1/2018

ABC EXPRESS LAWN CARE LLC

495 North Pine Meadow Drive

Debary, FL. 32713

Phone: (386) 216-3998

Fax: (386) 753-1983

abcexpresslawncafe@gmail.com

I, David Doyle, will accept this "RFP18-PW-04" Landscape "Maintenance Services Contract", if awarded to me.

TAB II

We are a ground maintenance company who has been in business for over 19 years specializing in services only for commercial properties for counties and cities. This company is an LLC since 2000. We are 100% ownership with 5 full-time employees. If we need additional help, we will hire more experienced employees.

TAB III

Previous customers over the last 3 years:

Volusia County- 123 West Indiana Avenue in Deland Florida 32713

Kendrick Thomas- (386)626-6624 or (386)736-5972 Email- kthomas@volusia.org

Ground maintenance from 2000 to present.

City of Holly Hill- 1065 Ridgewood Avenue in Holly Hill Florida 32117

Steven Juenst- (386)248-9463 Email- sjuenst@hollyhillfl.org

Ground maintenance from 2015 to present.

TAB IV

No Exceptions.

TAB V

We, ABC Express Lawn Care LLC, are licensed and insurance in Volusia County, Orange County and the City of DeBary. (see copies of licenses enclosed)

We are also licensed by the State of Florida under the Department of Agriculture and Consumer Services Bureau of Licensing and Enforcement.

TAB VI

Required from submittals are included.

TAB VII

Price proposal Form.

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Facilities Services of Volusia County
 Address: 123 West Indiana Ave Deland Fl. 32729
 Point of Contact: Michelle Leigh
 Phone #: 386 248-1760 Email address: mleigh@volusia.org
 Service(s) Provided: ground maintenance services
 Dates of Service: Nov 2013 to present
2. Name of Company: Volusia County Parks, Recreation and Culture
 Address: 202 North Florida Ave Deland Fl 32720
 Point of Contact: Alan Peacock
 Phone #: 386 804-3517 Email address: a.peacock@volusia.org
 Service(s) Provided: ground maintenance services
 Dates of Service: Nov 2013 to present
3. Name of Company: Vetran Bus
 Address: 950 Big Tree Road Daytona Beach Fl. 32119
 Point of Contact: Joel Miller
 Phone #: 386 756-7496 Email address: j.miller@volusia.org
 Service(s) Provided: lawn maintenance
 Dates of Service: Jan 2017 to present
4. Name of Company: Water Resource : Utilities Volusia County
 Address: 800 Plantation Blvd. DeBary Fl. 32713
 Point of Contact: Phil Harrimore
 Phone #: 386 804-7786 Email address: p.harrimore@volusia.org
 Service(s) Provided: grounds maintenance
 Dates of Service: Feb 2013 to present

⑤ City of Holly Hill
 1065 Ridgewood Ave Holly Hill Fl. 32117
 Steven Juengst sjjuengst@hollyhillfl.org ground
 June 2015 to present 386 248-9463 maintenance

Fees Summarization for Projects for the last 5 years

<u>project</u>	<u>title</u>	<u>date</u> Nov	<u>Year</u>	<u>Price</u>
Volusia County	14-B-19 AL	2013-	2014	\$ 177,602
County Wide Lawn	+	present	2015	\$ 184,760
Ground Maintenance	17-B-04 KT		2016	\$ 179,804
			2017	\$ 311,688
			2018	\$ 286,022

Holly Hill			2015	\$ 9106
Landscape	ground	2015-	2016	\$ 16,995
Maintenance	maintenance	present	2017	\$ 23,230
			2018	\$ 6200

total 1.2 million

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill
by David Doyle - president/owner
(Print Individual's Name and Title)
for David Doyle
(Print Name of Entity Submitting Sworn Statement)
whose _____ business
is ABC Express Lawn Care LLC

and (if applicable) its Federal Employer Identification Number (FEIN) is 51-0489050

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(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 of 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(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.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - 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 crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(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 provisions 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.

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this 31st day of August 2018, 2018.

Personally known ✓

(Notary)

OR produced identification _____

Notary Public State of Florida

(Type of Identification)

My commission expires: 3/7/2021



KARIN T BALLESTEROS
MY COMMISSION # GG 080425
EXPIRES: March 7, 2021
Bonded Thru Budget Notary Services

VENDOR INFORMATION

Vendor is:

- ☒ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Other _____ (Explain)

Federal Employer Identification Number: 51-0489050Firm Name: ABC Express Lawn Care LLCMailing Address: 495 North Pine Meadow Drive
DeBary Florida 32713
 Telephone No.: 386 216-3998 Fax No.: 386 753-1983

 Email Address: abcexpresslawncare@gmail.com Web Address: _____
gmail.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: Name & Title Printed: David Doyle - president / owner

Attachment: ABC Express Proposal Pricing Bid (2020-R-56 : Landscaping Maintenance Contract Amendment)

ADDENDUM NUMBER 1
RFP 18-PW-04
LANDSCAPE MAINTENANCE SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFP 18-PW-04** for the above **LANDSCAPE MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein.

All required forms (Section 7 – page 18) must be included in submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All Proposals are to be delivered before 10:30 a.m., local time, on or before September 4, 2018 to:

City of Holly Hill
City Clerk
1065 Ridgewood Ave.,
Holly Hill, FL 32117

QUESTIONS AND ANSWERS

Q1. What type of mulch is to be used?

A1. *Pine Bark*

Q2. Areas to be bid require significant cleanup, will a cleanup fee be allowed?

A2. *Yes, specify cleanup fee per location on your submittal.*

Q3. What Parks require mulch?

A3. *See Amended Exhibit B*

Q4. How are Parks with retention ponds to be treated for weeds?

A4. *They are to be trimmed with weed eaters and not sprayed around the retention areas.*

Q5. What properties do you currently have under landscaping contract?

A5. *Riverside Park and 224 Riverside Dr.*

Q6. 224 Riverside Dr. is not on the Proposal Pricing Form is it to be added?

A6. *That is item number 17, that is labeled Vacant Land*

ATTACHMENT(S): Amended Exhibit "B"

Signature acknowledges receipt and understanding of this addendum.

Dw. d Doyle - president / owner
Name/Title

9-1-18
Date

RFP 18-PW-04LANDSCAPE MAINTENANCE SERVICESServices Required per Location

Locations Facilities	Mowing	Pruning	Fertilization	Weed Control	Trimming	Weeding	Mulching	Notes
1 City Hall Complex	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Fertilization areas fronting US 1 & Daytona Ave.
2 YMCA / B&G Club	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Fertilization areas fronting US 1 & Daytona Ave.
3 Station 96	Yes	Yes	No	Yes	Yes	Yes	Yes	
4 Sica Hall	Yes	Yes	No	Yes	Yes	Yes	Yes	
5 City Hall Annex	Yes	Yes	No	No	Yes	Yes	Yes	
Parks								
6 Riverside Park	Yes	Yes	No	No	Yes	Yes	Yes	
7 Sunrise Park North	Yes	Yes	No	No	Yes	Yes	Yes	
8 Sunrise Park South	Yes	Yes	No	No	Yes	Yes	No	
9 Ross Point	Yes	Yes	No	No	Yes	Yes	No	
10 Riviera Oaks Dog Park	Yes	Yes	No	No	Yes	Yes	No	
11 Grove Avenue Park	Yes	Yes	No	No	Yes	Yes	No	
12 Hollyland Park	Yes	Yes	No	No	Yes	Yes	No	Mowing limited to common areas not ballfields
Stormwater								
13 Centennial Park	Yes	Yes	No	No	Yes	Yes	Yes	
14 Hallman Pond	Yes	Yes	No	No	Yes	Yes	No	
15 7th Street Park	Yes	Yes	No	No	Yes	Yes	No	Intersection of 7th St. and Center Ave.
16 Shirley Heyman Park	Yes	Yes	No	No	Yes	Yes	No	
Community Redevelopment Agency								
17 Vacant Land	Yes	No	No	No	No	No	No	Across from Marina Grande Condos

RFP 18-PW-04 - LANDSCAPE MAINTENANCE SERVICES

8/20/2018 14:00

SIGN IN SHEET

NAME SIGNATURE COMPANY NAME EMAIL ADDRESS

1	John McKinney		City of Holly Hill	jmckinney@hollyhillfla.org
2	Valerie Manning		City of Holly Hill	vmanning@hollyhillfla.org
3	Antoine Khoury		City of Holly Hill	akhoury@hollyhillfla.org
4	Steve Juengst		City of Holly Hill	sluengst@hollyhillfla.org
5	Ground TEK		Ground TEK	charles@groundtek.com
6	ABC Express Lawn Care		Sharon Doyle	abc-express-lawn-care@gmail.com
7				
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20				

Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	W-9 Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.						
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) David Doyle							
	Business name, if different from above ABC Express Lawn Care LLC							
	Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶							
	Address (number, street, and apt. or suite no.) 495 North Pine Meadow Drive							
	City, state, and ZIP code DeBary Florida 32713							
List account number(s) here (optional)		Requester's name and address (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.								
Part II Certification Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and - I am a U.S. citizen or other U.S. person (defined below). 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 on page 4. <table style="width: 100%;"> <tr> <td style="width: 15%;">Sign Here</td> <td style="width: 45%;"> </td> <td style="width: 40%;"> Social security number or Employer identification number 51 0489050 </td> </tr> <tr> <td></td> <td>Date ▶</td> <td>8-31-18</td> </tr> </table>			Sign Here		Social security number or Employer identification number 51 0489050		Date ▶	8-31-18
Sign Here		Social security number or Employer identification number 51 0489050						
	Date ▶	8-31-18						
General Instructions Section references are to the Internal Revenue Code unless otherwise noted.								
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.								
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:								
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), - Certify that you are not subject to backup withholding, or - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.								
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.								
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:								
• An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7).								
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.								
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:								
• The U.S. owner of a disregarded entity and not the entity,								

Cat. No. 10231X

Form W-9 (Rev. 10-2007)

Attachment: ABC Express Proposal Pricing Bid (2020-R-56 : Landscaping Maintenance Contract Amendment)



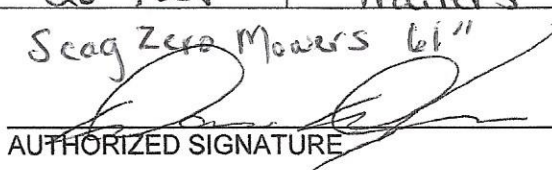
1200 Center Avenue Landscape Maintenance

ATTACHMENT N
MINIMUM EQUIPMENT REQUIREMENTS

Supply manufacturer, model number, and year of equipment proposed. A copy of the manufacturer's literature may be requested. Use additional sheets if necessary.

Quantity

	Type of Equipment	Manufacturer	Model Number	Year
	1. 60" Zero Turn mower	World Lawn	WYK52FX730V5	2014
	2. 60" Zero Turn mower	World Lawn	WYK52FX730V5	2015
	3. 60" Zero Turn mower	World Lawn	WYK52FX730V5	2015
③	4. 62" Zero Turn mower	Toro	74214-21000001	2005 2017
	5. 72" Zero Turn mower	Toro	74214-21000001	2004
	6. 72" Zero Turn mower	Hustler	927061	2004
	7. Backpack Blower	Echo	PA-770	2014
	8. Backpack Blower	Echo	PB-770	2015
②	9. Shaft Hedger	Echo	SHC-260	2015
①	10. Hedger/Ble Saw	Echo	SHC-225S	2013
②	11. Chain Saw	Echo	CS-440	2014
④	12. Grass Trimmer	Shindaiwa	T240X-T242	2014 - 2015
②	13. 3500 Trucks	Chevy	3500	2002 + 2000
②	14. Edgers	Echo		2014
②	15. 20" foot Trailers		—	2005
②	Scag Zero Mowers 66"		STT11-61V-350V	2018


AUTHORIZED SIGNATURE

ABC Express Lawn Care LLC
COMPANY

6-26-2015
DATE

Attachment: ABC Express Proposal Pricing Bid (2020-R-56 : Landscaping Maintenance Contract Amendment)

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 15, 2018	File No. LC107943	Expires March 31, 2019
-------------------------	----------------------	---------------------------

THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW
HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR
THE PERIOD EXPIRING: March 31, 2019

DAVID M DOYLE 
495 NORTH PINE MEADOW DRIVE
DEBARY, FL 32713


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date March 30, 2018	File No. LC107912	Expires March 31, 2019
------------------------	----------------------	---------------------------

THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW
HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR
THE PERIOD EXPIRING: March 31, 2019

SHARON R DOYLE 
495 NORTH PINE MEADOW DRIVE
DEBARY, FL 32713

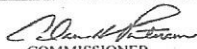

ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

SHARON R DOYLE
COMMERCIAL LANDSCAPE MAINT. HOLDER

LC107912

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING March 31, 2019


COMMISSIONER

Signature

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD. BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

Attachment: ABC Express Proposal Pricing Bid (2020-R-56 : Landscaping Maintenance Contract Amendment)

2017

EXPIRES 9/30/2018

3125-0970217

3125 LAWN CARE

\$30.00 1

EMPLOYEE

TOTAL TAX \$30.00

PREVIOUSLY PAID \$30.00

TOTAL DUE \$0.00

DOYLE DAVID M

ABC EXPRESS LAWN CARE

DOYLE DAVID M

495 NORTH PINE MEADOW DR

DEBARY FL 32713

MOBILE FROM VOLUSIA (MOBILE)

X - OUT OF COUNTY, 00000

PAID: \$30.00 0099-00790515 8/2/2017

Scott Randolph, Tax Collector

Local Business Tax Receipt

Orange County, Florida

is local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other local authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2017

EXPIRES 9/30/2018

3125-0970217

3125 LAWN CARE

\$30.00 1

EMPLOYEE

TOTAL TAX \$30.00

PREVIOUSLY PAID \$30.00

TOTAL DUE \$0.00

DOYLE DAVID M

MOBILE FROM VOLUSIA (MOBILE)

X - OUT OF COUNTY, 00000

ABC EXPRESS LAWN CARE

DOYLE DAVID M

495 NORTH PINE MEADOW DR

DEBARY FL 32713

PAID: \$30.00 0099-00790515 8/2/2017



This receipt is official when validated by the Tax Collector.

Attachment: ABC Express Proposal Pricing Bid (2020-R-56 : Landscaping Maintenance Contract Amendment)



2017/2018

City of DeBary Business Tax Receipt

Issued pursuant to F.S. 205 and City of DeBary Code of Ordinances Article I, Chapter 18 by:
City of DeBary * 16 Colomba Road * DeBary, FL 32713 * 386-668-2040, ext. 314

EXPIRES: 09/30/18

CITY APPROVAL #: 11201303

BUSINESS LOCATION: 495 N. Pine Meadow Dr

BUSINESS NAME: ABC EXPRESS LAWN CARE, LLC

OWNER NAME: ABC EXPRESS LAWN CARE, LLC

MAILING ADDRESS: DAVID DOYLE
495 N. Pine Meadow Dr
DEBARY, FL 32713

BUSINESS TYPE: Lawn Maintenance
HOME OFFICE - CLASS A

FEES: Lawn Maintenance 39.00

TOTAL: 39.00

This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within the City of DeBary. This receipt is non-regulatory in nature and is not meant to be a certification of a holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

The business must meet all City planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.

The information contained on this Business Tax Receipt must be kept up to date. Contact the City of DeBary Planning and Zoning Office for instructions on making changes to your account.

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

.....
PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

City of DeBary Business Tax Receipt

City of DeBary * 16 Colomba Road* DeBary, FL 32713 * 386-668-2040, ext. 300

DATE ISSUED/PAID: 09/12/17

BUSINESS NAME: ABC EXPRESS LAWN CARE, LLC

TOTAL FEES: \$ 39.00

OWNER NAME: ABC EXPRESS LAWN CARE, LLC

CITY APPROVAL #: 11201303

MAILING ADDRESS: DAVID DOYLE

495 N. Pine Meadow Dr

DEBARY, FL 32713

EXPIRES: 09/30/18

BUSINESS LOCATION: 495 N. Pine Meadow Dr

Attachment: ABC Express Proposal Pricing Bid (2020-R-56 : Landscaping Maintenance Contract Amendment)



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 8/11/2017

EXPIRATION DATE: 8/11/2019

PERSON: DAVID DOYLE

EMAIL: SDOYLE33@CFL.RR.COM

FEIN: 510489050

BUSINESS NAME AND ADDRESS:

ABC EXPRESS LAWN CARE LLC

495 NORTH PINE MEADOW DRIVE

DEBARY, FL 32713

SCOPE OF BUSINESS OR TRADE:

Landscape Gardening &
Drivers

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1609

Attachment: ABC Express Proposal Pricing Bid (2020-R-56 : Landscaping Maintenance Contract Amendment)

2017/2018

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938



Account # 201311250004 Expires: September 30, 2018
Business Location: 495 N PINE MEADOW DR

Business Name: ABC EXPRESS LAWN CARE LLC
Owner Name: DAVID DOYLE
Mailing Address: 495 N PINE MEADOW DR
DEBARY, FL 32713

BUSINESS TYPE	CODE	COUNT	TAX
Business Service	471	1	\$22.00

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

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

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID: 07/31/2017
RECEIPT #: Lockbox-16-00085928
TOTAL TAX: 22.00
PENALTY: 0.00
TOTAL PAID: 22.00



Business Name: ABC EXPRESS LAWN CARE LLC
Owner Name: DAVID DOYLE
Mailing Address: 495 N PINE MEADOW DR
DEBARY, FL 32713

Account # 201311250004 Expires: September 30, 2018
Business Location: 495 N PINE MEADOW DR



PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/17

PRODUCER

KDR Insurance and Financial Services
5889 S. Williamson Blvd. Ste 214
Port Orange, FL 32128

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

ABC Express Lawn Care LLC
495 North Pine Meadow Dr
Debarry, FL 32713

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Liberty Mutual Insurance Co

INSURER B: Allstate

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR	25CC38284710	08/09/2017	08/09/2018	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC				GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	648187417	08/09/2017	08/09/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
	EXCESS / UMBRELLA LIABILITY OCCUR ☐ CLAIMS MADE ☐				AGG \$
	DEDUCTIBLE				EACH OCCURRENCE \$
	RETENTION				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS ☐ OTHER ☐
	OTHER				E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder Is Named As Additional Insured

CERTIFICATE HOLDER

The County of Volusia
123 W Indiana Ave, Room 201
Deland, FL 32720

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: ABC Express Proposal Pricing Bid (2020-R-56 : Landscaping Maintenance Contract Amendment)



CITY OF HOLLY HILL

The City with a Heart

1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117

www.hollyhillfl.org

**Building,
Zoning,
Licensing &
Inspections**
386-248-9442
Fax 386-248-9498

**City
Clerk**
386-248-9441
Fax 386-248-9448

**City
Manager**
386-248-9425
Fax 386-248-9448

**Economic
Development**
386-248-9444
Fax 386-248-9446

Finance
386-248-9427
Fax 386-248-9497

**Human
Resources**
386-248-9440
Fax 386-248-9448

**Information
Technology**
386-248-9459
Fax 386-248-9448

**Public
Works**
386-248-9463
Fax 386-248-9499

**Utility
Billing**
386-248-9432
Fax 386-248-9458

**Mayor & City
Commission**
386-248-9441
Fax 386-248-9448

April 23, 2019
David M. Doyle
ABC Express Lawn Care, LLC
495 North Pine Meadow Drive
Debary, Florida 32713

RE: RFP 18-PW-04 Contract Amendment

Dear Mr. Doyle,

This letter will approve the following changes to the RFP 18-PW-04 agreement calling for additional services:

1. Shirley Heyman Park has added 27 landscape beds which will require weed eating, trimming of hedges, edging, blowing, and herbicide applications as needed. Per service costs will be increased from \$63 to \$125 per service. Annually, this change reflects an increased cost of services from \$2,520 to \$5,000 annually.
2. Shirley Heyman Park mulch will need to be replaced once annually with large pine bark nugget mulch. The cost of this application will be 25 yards³ x \$50.00 per yard for a total of \$1,250 annually.
3. 224 Riverside Drive has added a large landscape bed with new plantings which will require weed eating, edging, trimming of hedges, blowing and herbicide applications as needed. Per service costs will be increased from \$28.35 to \$50 per service call. Annually, this change reflects an increased cost of services from \$1,134 to \$2,000 annually.
4. 224 Riverside Drive mulch will need to be replaced once annually with large pine park nugget mulch. The cost of this application will be 12 yards³ x \$50.00 per yard for a total of \$600 annually.

For fiscal year 2018-2019, increased services are to include only the maintenance of landscaping (not mulching) from the months of June – September 2019. The total increase of costs will be \$827.67 for Shirley Heyman Park and \$288.67 for 224 Riverside Drive for the remainder of current fiscal year.

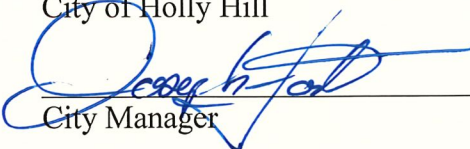
Beginning in October 2019, the increase to the contract will be as shown in items 1-4 above.

Contractor's proposal has been attached to this document.

The notice to proceed with additional landscaping will be issued through a purchase order. **Please retain a copy of the executed amendment for your files and return the original.**

City of Holly Hill

ABC Express Lawn Care, LLC


City Manager

President

5-22-2019
Date

Date

ABC EXPRESS LAWN CARE LLC

495 North Pine Meadow Drive Debary, FL 32713

PHONE: (386)216-3998

FAX: 386-753-1983

City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL. 32117

ATTN: Steve Juengst

RE: Price Quote for Shirley Heymann and 224 Riverside Dr.

April 22 ,2019

This is a price quote for Shirley Heymann Park and 224 Riverside Drive properties that the scope of work has changed.

1. Shirley Heymann Park now has approximately 27 landscaped beds. These beds will need weedeat, trimming of hedges, edged, blow and any necessary herbicide applications. A new price of \$125.00 per service call will include these additional services.

2. Extra City Owned property-224 Riverside Drive now has an extra large landscape bed located on this property. These bed will need weedeat, edged, trimming of hedges, blowing and any necessary herbicide applications. A new price of \$50.00 per service call will include these additional services.

Please call David or Sharon at (386)216-3998 if you would like to have this additional work done. Thank You

Sincerely,
David M. Doyle

ABC EXPRESS LAWN CARE LLC

495 North Pine Meadow Drive Debary, FL 32713

PHONE: (386)216-3998

FAX: 386-753-1983

City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL. 32117

ATTN: Steve Juengst

April 22 ,2019

This is a price quote for mulch for Shirley Heymann Park and 224
Riverside Drive.

This estimate is for the purchase and installation of 25 cubic
yards of large pine bark nugget mulch for Shirley Heymann
Park. This cost will be 25 yards x \$50.00 per yard= \$1250.00
This estimate is for the purchase and installation of large pine
bark nugget mulch for 224 Riverside Drive. This cost will be 12
cubic yards x \$50.00 per yard= \$600.00.

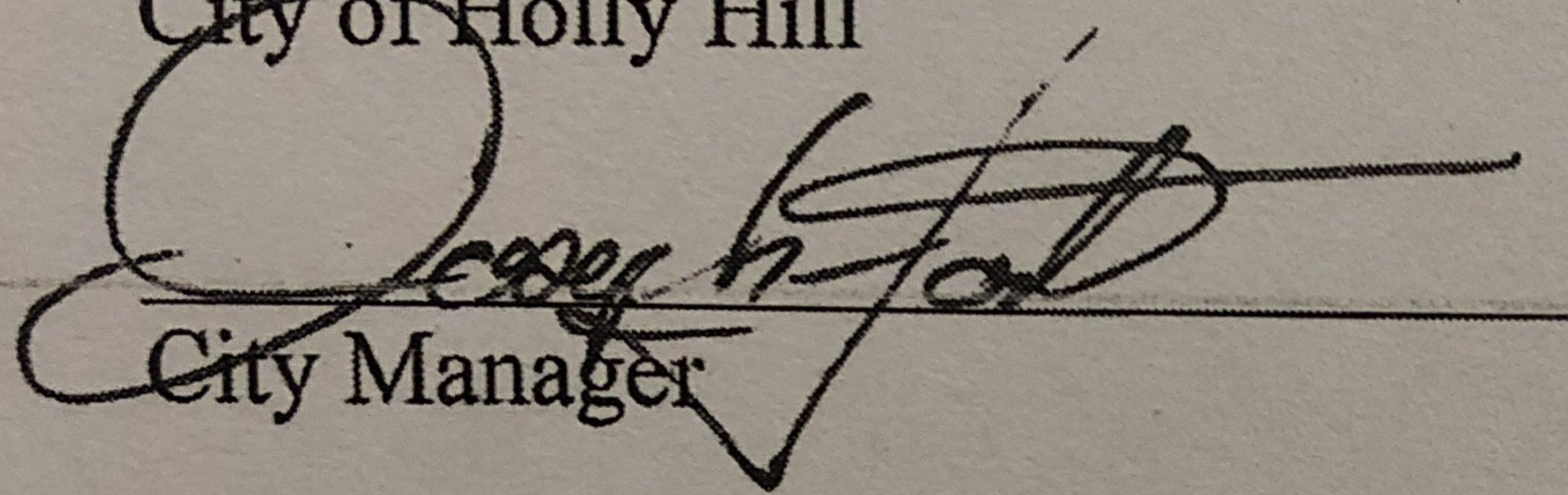
Please call David or Sharon at (386)216-3998 if you would like to
have this additional work done. Thank You

Sincerely,
David M. Doyle

ABC Express Lawn Care LLC

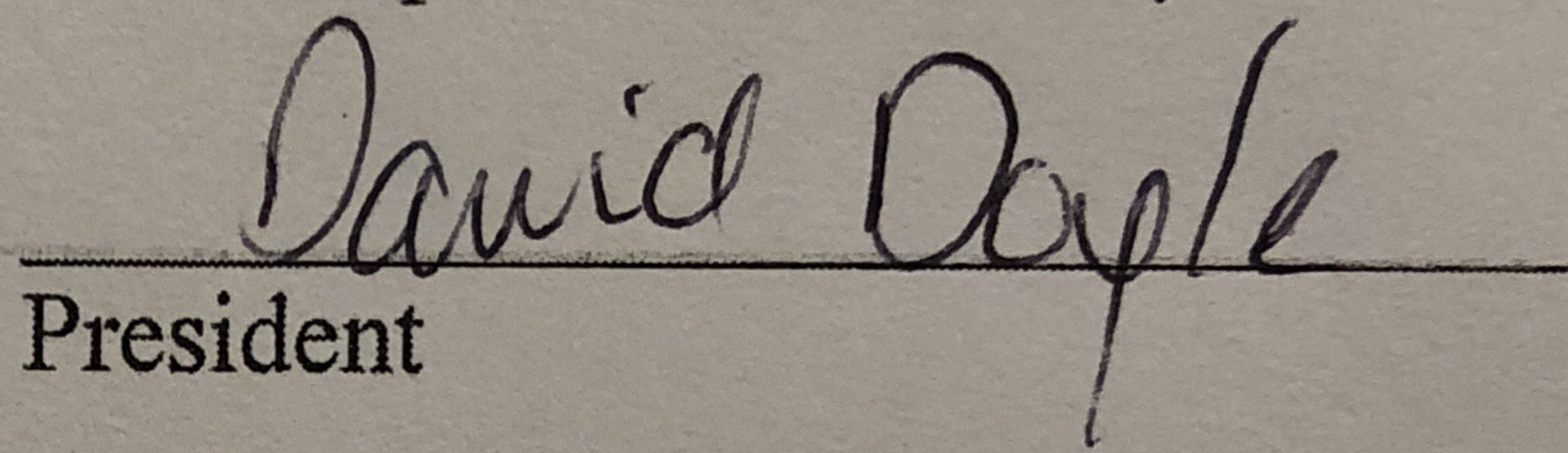
The notice to proceed with additional landscaping will be issued through a purchase order. **Please retain a copy of the executed amendment for your files and return the original.**

City of Holly Hill


City Manager

5-22-2019
Date

ABC Express Lawn Care, LLC


President

7-15-2019
Date



City of Holly Hill
Proposal
For
Landscape Maintenance

9-4-18



City of Holly Hill

Proposal
For
Landscape Maintenance
RFP #18-PW-04

1065 Ridgewood Ave
Holly Hill, FL 32117

September 4, 2018

VerdeGo Landscape
Billy Genovese
3335 N State Street
Bunnell, FL 32110
386-437-3122

Table on Contents

- 1) Management Summary
- 2) Corporate Experience and Capacity
- 3) Customer Listing
- 4) Acceptance of Conditions
- 5) Documents
- 6) Required Form Submittals
- 7) Price Proposal Form



386-931-6018 Phone
3335 North State Street
Bunnell, FL 32110

September 4, 2018

City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

jmckinney@hollyhillfl.org

RE: Bid Proposal For Landscape Maintenance

Dear Mr. McKinney,

Thank you for the opportunity to provide a proposal for the City of Holly Hill. At VerdeGo, we fully understand the high expectations for your property, and our focus is to exceed those expectations through proactive communication and extensive landscape experience.

VerdeGo has been providing high-quality plant material, landscape design, landscape construction and maintenance services to Northeast Florida for more than 15 years. Our maintenance division has the best and brightest talent throughout the United States and is comprised of more than 60 full-time employees. Many of our employees have multiple certifications (BMP, OHSA, FNGLA, Arborist, GC, Designer) and degrees that are specific to landscape horticulture, design, architecture, sports turf, finance and landscape construction. Such education and certifications allow us to serve you and your property with knowledge and experience.

Our qualified team is here to clearly communicate the services performed on your property. A proactive approach to serving you and your property is strongly valued at VerdeGo. We understand your time is valuable, and we are here to simplify the landscape process.

We would also like to add that after reviewing the scope of the project and the number of cuts per calendar year, the city could see significant savings by cutting back on the frequencies of the Bahia turf areas. We would be happy to discuss the reduction of frequencies and a plan of action once the contract is awarded.

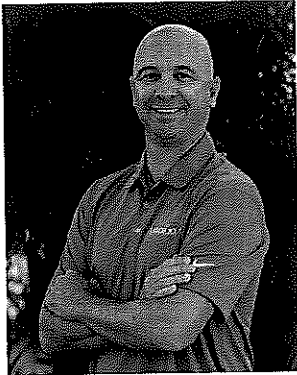
Again, we sincerely appreciate the opportunity to provide a quote for your property's landscape services.

Sincerely,

T.J. McNitt
Owner



Key Personnel:



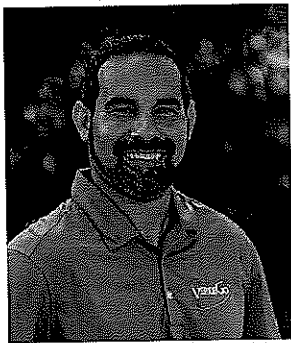
Terry M. McNitt, Jr. - Owner / President

T.J. is the driving force behind the VerdeGo team. He is a licensed and certified General Contractor with extensive knowledge and experience in a aspects of the landscape industry. He prides himself in creating a highly qualified staff that has grown into a signature landscape company in Volusia, Flagler and St. Johns County.



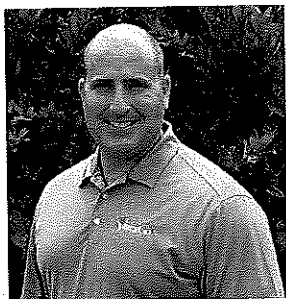
Beau Barnett - General Manager / Business Development / Arborist

Beau's ability to understand maintenance operations, finance and detailed horticulture issues have created strong landscape maintenance partnerships. His extensive education and experience in related fields is valued greatly.



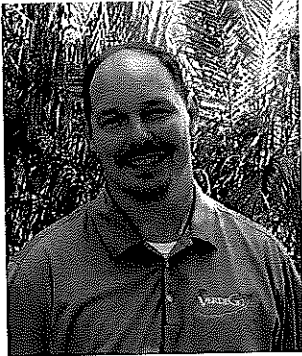
Bruno Perez - Director Of Maintenance

Bruno has an extensive background in Landscape Maintenance. From a teenage kid working his way through the ranks, Bruno's ability to multi-task and his upbeat personality are key factors to VerdeGo's Maintenance Division's success.



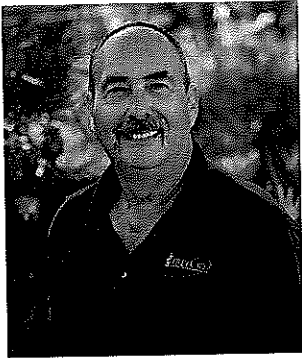
Billy Genovese - Director Of Business Development

Billy is responsible in generating new commercial and residential maintenance contracts. His extensive background in sales and customer service has secured strong and lasting relationships with our valued customers.



Jake Bolden - Branch Manager, St. Johns County

Jake's combination of education and 15 years of experience serves our St. Johns properties with the highest of service. With his background in Commercial Maintenance, Irrigation and Installation, he is a significant part of our growing company.



John Sprague - Irrigation Manager

With John's 30 years of experience in Irrigation and Lighting, he is a valued member of the VerdeGo team. His pleasant demeanor, knowledge and quick response to clients irrigation needs helps keep our maintenance operations running smoothly and with great customer satisfaction.



Cara Brammer - Accounting Manager

Cara is responsible for all accounting duties with VerdeGo's Maintenance Division. With 25 + years of experience she is truly an asset to the company.



Amanda Willson - Landscape Design Consultant

Amanda serves as Lead Designer for our Maintenance Division. With profession degrees in both Landscape Architecture and Horticulture she offers creative and sustainable landscape solutions to our clients.

Company Name VerdeGo

Date

What is the experience of the key management and supervisory personnel of the Proposer for both administration as well as operations?
(Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
T.J. McNitt	Owner	All Financial and Operations	16	23
Beau Barnett	Dir of Business Dev.	Business Development	10	22
Bruno Perez	Branch Manager	All Maintenance	2	22
John Sprague	Irrigation Manager	Maintenance Irrigation	2	32
Jennifer Laura	Administration	Financial / Administration	16	25
Cara Brammer	Accounting Asst.	Financial	2	34
Zach Johnson	Agronomics	Fertilization/Chemical	2	20
Bill Genovese	Dir. of Business Dev.	Business Development	1	15
Jake Bolden	Branch Manager	Maintenance Manager	1	12
Scott Settemires	Supervisor	Landscape Maintenance	3	20



Company History, Experience & Services

Our History



History

At VerdeGo, we opened our doors in 2002 as a small, locally owned company.

Our owner, T.J. McNitt, a Flagler County native, realized the area's need for a friendly retail garden center that provided the ability for homeowners to beautify their residences with affordable plants and landscaping.

As Palm Coast and the surrounding areas grew, so too did VerdeGo. In 2005, we launched our full-service design center, offering groundbreaking trends in commercial and residential design, including irrigation, lighting and hardscape. This service was added to our already successful retail center and landscape installation division.

Our continued success in the industry led us to open our landscape maintenance division. Today, we take pride in serving the landscape architecture, installation and maintenance needs of Flagler, Volusia and St. Johns Counties.

At VerdeGo, we offer a comprehensive approach to managing the outdoor needs of properties such as yours. Our professional team is certified in University of Florida's Green Industries Best Management Practices and is dedicated to offering the time, care and dedication your superior landscape deserves. Our team provides sustainable solutions to meet and surpass your needs and expectations.

We pride ourselves not only on our attractive landscape design, professional installation and quality maintenance but also on the wealth of knowledge and experience of our team.

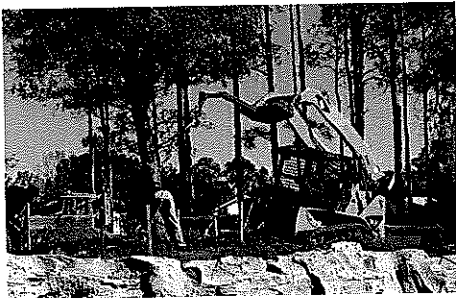
We invite you to experience more at www.VerdeGo.com.

Experience

Installation / Maintenance / Design



Installation



- Industrial, Commercial - Shopping Centers, Roadways & Office Parks
- High End Residential - Plantation Bay, Ocean Hammock, Grand Haven
- Parks & Recreation - Holland Park

Maintenance



- State of Florida's 'Best Management Practices'
- Skilled & Experienced Personnel
- Pro-Active Communication with Focus on the 'Details'

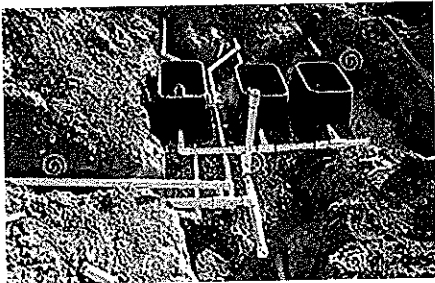
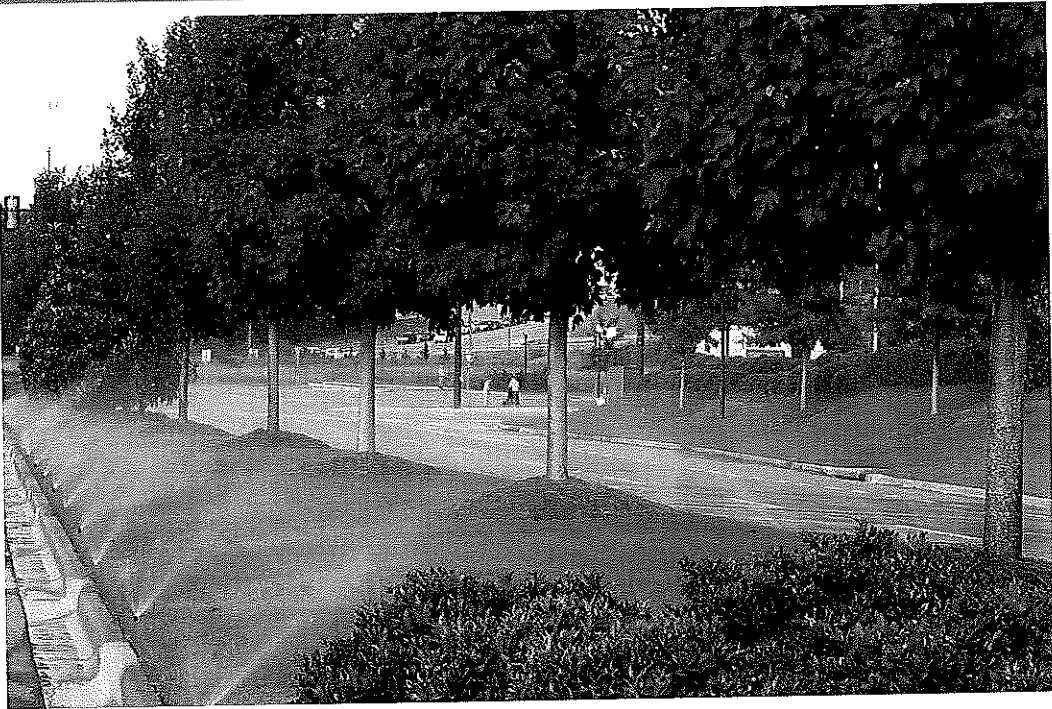
Design



- Personnel Education / Training
 - Bachelor of Landscape Architecture
 - Florida Certified Landscape Designer
 - AutoCAD & 3D Modeling

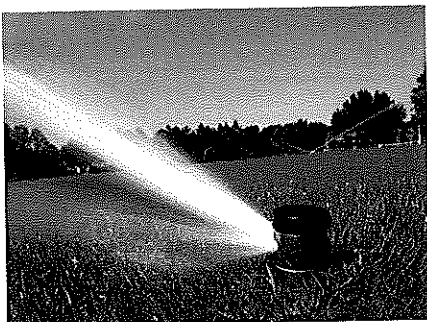
Irrigation Installation & Management

Certified & Licensed Technicians



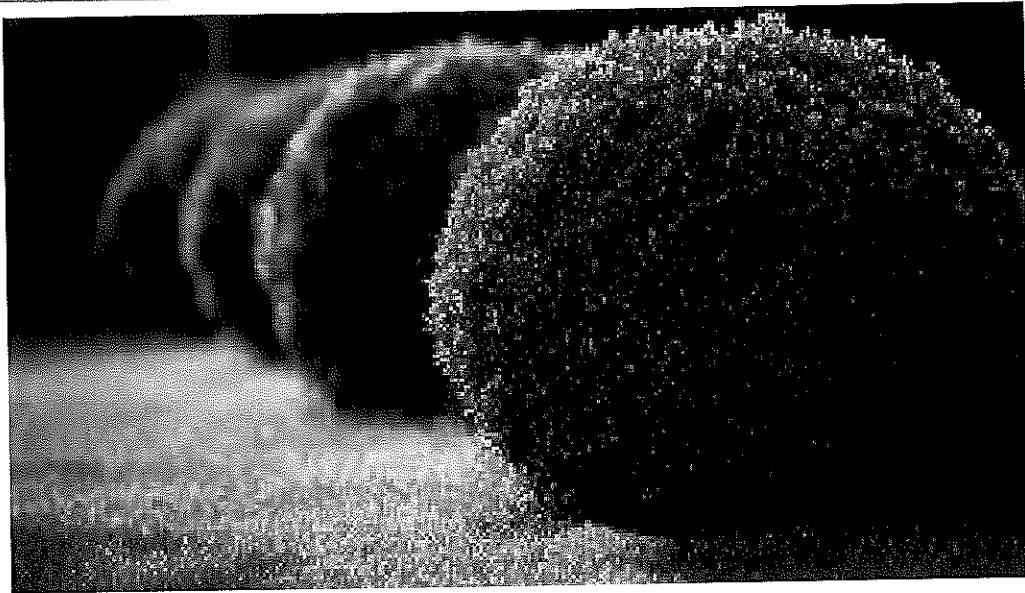
Irrigation Installation & Management

- **Installation** - Our highly qualified technicians are licensed and certified.
- **Maintenance** - Monthly performance checks are scheduled.
 - The proper coverage of all areas is ensured.
- **Service Calls** - Our team of trained and licensed irrigation technicians are ready to deploy and serve you.



Fertilization & Pest Management

Certified Pest Control Operators



Fertilization & Pest Management

- Our goal is to achieve the optimal health of all trees, palms, shrubs and turf.
- Our team is comprised of licensed and experienced technicians.
- A site-specific analysis and management programs are offered.



Fertilization

- We have commercial, resort and residential experience.
- The environmental impacts are considered.
- All equipment is updated and efficient.

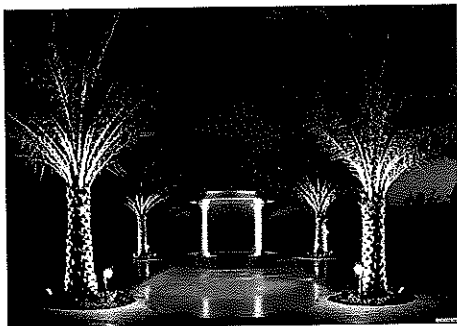


Pest Management

- Pest management includes insecticide, herbicide and fungicide applications.
- Our team is comprised of knowledgeable personnel to identify and treat all needs of the landscape.
- All safety standards are promoted and maintained.

Landscape Lighting

VerdeGo, Lighting the Way



Landscape Lighting

- Final Step To Create A Beautiful Landscape
- Low Voltage
- Highlighting Specimen Palms & Trees
- 15—Lifetime Warranties
- Anti—Rust And Corrosion
- High-Quality Halogen or Astro-Brite Lamps
- 2,000-Hours Life Expectancy

Landscape Management Specifications

1. Turf Care

Our Turf Program focuses on proper mowing techniques that promote optimal vigor for turf grass health. Great care will be taken to ensure proper edging, line trimming and blowing are in the best interest of you, your guests and the plants on your property.

- Turf areas will be free of bare spots, holes and depressions.
- Hard edging of curbs and sidewalks will be performed with each mowing rotation.
- Grass clippings will be blown off all hardscape surfaces after mowing.
- Mowing equipment will be well maintained (sharpened blades and proper deck height positioning).
- The health of the turf will be monitored. This includes:
 - ◊ Color
 - ◊ Density
 - ◊ Weed/pest control
- Pesticide applications will be applied as needed (herbicide, insecticide and fungicide).
- Soil samples will be administered as part of our Start-Up Program to determine the appropriate fertilization program for your site.
- Pesticide applicators at VerdeGo are licensed with the Florida Department of Agriculture and Consumer Services.



Landscape Management Specifications

2. Palms, Trees, Shrubs and Ground Cover

Our horticulture techniques are based on the Green Industries 'Best Management Practices'. Many of our leaders are licensed and trained by UF-IFAS Florida-Friendly Landscaping program professionals. These programs are designed to promote environmentally safe landscaping practices and protect Florida's water sources. VerdeGo Landscape promotes these practices at the same time as providing beautiful outdoor spaces that Florida residents and visitors have come to enjoy and expect.

Our management practices and components consist of, but are not limited to the following:

- Pruning and shearing—equipment will be maintained to the highest of standards
- Pruning and shearing techniques will be performed according to horticulture industry standards
- Soil samples will be taken to promote optimal tree and plant health
- Fertilization will be performed per contractual obligation, however, (VerdeGo Landscape will advise and make recommendations to promote plant health and vigor)
- Pesticide Applications will be administered to protect trees and plants from diseases and decline
- Recommendations for plant replacement will be made on an 'as needed' basis. 'Right Plant, Right Place' will be promoted to enhance the aesthetics and health of all plant material



Landscape Management Specifici-

3. Irrigation

VerdeGo irrigation experts have developed practices to ensure your turf, trees, palms and shrubs are healthy and all water needs have been met. Our teams are trained and encouraged to consider Best Management Practices in all irrigation practices while achieving optimal plant health.

Our practices include the following:

- Monthly wet checks will be performed.
- Rain sensors will be used whenever possible.
- Highly trained personnel in all irrigation practices and techniques will work on your property.
- The VerdeGo irrigation team will receive continual education on the latest irrigation techniques and materials.

4. Annuals

Annuals bring a pop of color to landscapes. Whether it's to enhance and highlight a monument sign or simply bring attention to a community's entrance or amenity center, VerdeGo prides itself on providing great annual designs for you and your property.

Our practices include:

- Rotations will be determined per contract specifications.
- Variety choices or annuals will be determined by seasonal availability.
- Pesticides (insecticides and fungicides) will be applied to prevent plant decline.
- Fertilization will be provided to promote optimal growth and longevity.
- Soil amendments and treatments will be administered before planting each rotation (fertilization and roto-tilling).

5. Mulch

The installation or replenishment of mulch will be performed per contract specifications.

References



Project Name: Florida Memorial Hospital
Client Since: 2014
Services Provided: Landscape Maintenance, Landscape Enhancements
Client Contact Information: Drew Droste, *Facilities Director*
301 Memorial Medical Pkwy Daytona Beach, FL 32117
386-231-3084
richard.droste@fhmmc.com

Project Name: Reserve at Ormond
Client Since: 2016
Services Provided: Landscape Maintenance
Client Contact Information: Shannon Karins
600 Crowne Commerce Court
Ormond Beach, FL 32174
386-672-7484
manager@reserve@ormond.com

Project Name: Whisper Ridge HOA
Client Since: 2016
Services Provided: Landscape Maintenance
Client Contact Information: Cindy Chapman, c/o Alliance Realty and Management
205 Waler Way
St. Augustine, FL 32086
904-429-7624
cchapmanalliance@gmail.com

— PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

Please provide three (3) current and correct references from clients for similar services.

1. Company Name: Florida Memorial Hospital
 Contact Person: Drew Droste
 City, State: Daytona Beach, FL
 Telephone Number: 386-231-3084
 Email Address: richard.droste@fhmm.com
 Description of goods or
 Services provided: Landscape Maintenance
 Contract Amount: \$300,000 to \$400,000
 Start/End Date of Contract: 12/18/2015 to 12/31/2019

2. Company Name: Southern Estates Management Group- Springwood HOA
 Contact Person: Jeff Annon
 City, State: Palm Coast, FL
 Telephone Number: 386-446-6333
 Email Address: jannon@smgroupinc.com
 Description of goods or
 Services provided: Landscape Maintenance
 Contract Amount: \$40,000 to \$50,000
 Start/End Date of Contract: 9/1/2017 to 8/31/2018

3. Company Name: LPGA Headquarters
 Contact Person: Lori Cianciotto
 City, State: Daytona Beach, FL
 Telephone Number: 386-274-6200
 Email Address: lori.cianciotto@lpga.com
 Description of goods or
 Services provided: Landscape Maintenance
 Contract Amount: \$25,000 to \$35,000
 Start/End Date of Contract: 5/15/2016 to 5/14/2018

Letters Of Recommendation



August 11, 2017

RE: Letter of Recommendation for VerdeGo

To Whom It May Concern:

VerdeGo has been maintaining the landscape at Florida Hospital Memorial Medical Center for the past two years. During that time, the VerdeGo team of professionals has made a positive difference in the overall appearance of the hospital's landscape. The landscape and outdoor atmosphere are especially important at a location such as ours since an aesthetically pleasing environment can favorably impact a visitor's health and wellbeing.

From the onset, VerdeGo has made the landscape maintenance process as smooth as possible. Our first impression of VerdeGo's professionalism began with its transition team, which dedicated time and resources to fully understand our property's needs and challenges. From there, VerdeGo has continually provided top-notch landscape maintenance care with attention to detail. Our property's level of care requires two fulltime, onsite landscape professionals from VerdeGo.

We have a sprawling campus that demands continual care at a high level. Over the last two years, Verdego has demonstrated the level of commitment required to maintain such a campus. Their staff take ownership of their work and clearly care about the finished product. They consistently work to be proactive in not only addressing issues without being prompted, but also anticipating upcoming needs of the campus and working with the facility to formulate an appropriate plan.

Two key areas I'd like to highlight are VerdeGo's work on our Healing Garden and its commitment to our property's water management. The VerdeGo team redesigned and installed our Healing Garden, creating a comforting and serene setting for visitors. Also, the team continues to work to overcome drainage issues found throughout the property by adjusting the watering schedule and closely monitoring the irrigation.

Finally, our campus experienced some significant tree damage due to Hurricane Matthew last October. As soon as it was safe to have trucks on the road, Verdego immediately dispatched crews to address the damaged landscape and ensure our campus was restored to a safe condition.

Based on my experience working with the VerdeGo team, I would highly recommend VerdeGo for any landscape project.

Sincerely,

John Newman, CHSP, CHC
Facilities Director

Main Campus
301 Memorial Medical Parkway
Daytona Beach, FL 32117
386.676.6000

Oceanside Campus
264 S. Atlantic Avenue
Ormond Beach, FL 32176
386.672.4146

www.floridahospitalmemorial.org

A Christian mission of hope, health and healing.

Attachment: VerdeGo City of Holly Hill RFP #18-PW-04 (2020-R-56 : Landscaping Maintenance Contract Amendment)

Letters Of Recommendation



Shannon Karins
Property Manager
Reserve at Ormond Beach
600 Crowne Commerce Ct.
Ormond Beach, FL 32174

VerdeGo
3335 North State Street
Bunnell, FL 32110

To Whom It May Concern,

VerdeGo Landscape services took over our property in April of 2017. The initial transition team communicated effectively on transitioning our property from the old vendor to the new vendor. I had several questions as far as the transition would go, and a lot of concerns as far as what needed to be done on the property. VerdeGo senior leadership staff held a walk-through meeting before taking over our property and sat with me personally. During our meeting, specific items of interest were pointed out by me and my staff. VerdeGo has been very responsive at fulfilling those requests from our initial meeting as well as being available at any time for questions or concerns. Since VerdeGo has taken over the property we have seen a dramatic improvement on the property. Our residents have sent many positive comments regarding our new landscape maintenance provider VerdeGo.

We would highly recommend VerdeGo landscape to anyone that is considering making a landscape maintenance change. We highly recommend their services, professionalism, and very effective transition team.

Thank you,


Shannon Karins.

Letters Of Recommendation



August 26, 2016

To Whom It May Concern:

Please accept this letter as our recommendation for Verdego in their effort to become a qualified FDOT Landscape/Irrigation contractor.

Our experience with Verdego stems from our Old Kings Road Extension project, owned by Flagler County BCC, designed and partially funded by FDOT (FIN 415962-2-58-01). The project included the widening of Matanzas Parkway to include new turn lanes for the Old Kings Road Extension on the north end, the complete construction (which included landscape and irrigation) of Old Kings Road Extension (approximately one-half mile), ending approximately 500' south of Forest Grove Drive in Flagler County, Florida.

The total project value of the Old Kings Road Extension project was \$4,869,060. The landscape and irrigation subcontract to Verdego to date is \$185,024.94. The scope of their subcontract is the complete irrigation installation including over 20,500 SF of drip line coverage, 14 Valve Boxes, 4 isolation valves, over 335 sprinkler heads, 2800 LF of irrigation mainline and 12,200 LF of lateral piping. Their scope also included 136 trees, 3530 shrubs and 1435 ground cover species. As complex as the scope is, their work had to satisfy the City of Palm Coast landscape inspector, who is known in our region for being one of the most difficult landscape inspectors to satisfy in the northeast Florida region.

By the time the project was prepared for landscape and irrigation, the overall project schedule was on a time crunch, as normally happens with the landscape package. Verdego's representative, Bruno Perez, attended our weekly onsite progress meetings, answered our endless questions regarding timeframes, and was eager to adjust their schedule to meet the project needs, even when that involved a less than desirable and inconsistent flow of work, and multiple move-ins. We provided a schedule which their work needed to fit in and they put in the extra to get it completed on time. At an owner's progress meeting, the Flagler County Engineer commented that she was even amazed at the speed which they completed their scope.

As project manager of the Old Kings Road Extension project, I view the coordination and outstanding communication efforts by Verdego on this project as some of the best I've ever experienced with a landscape/irrigation subcontractor in my 20+ years of sitework experience. They *always* returned phone calls, texts and emails. Anything at all that we needed or requested of them, be it service, mowing, responsiveness or schedule, down to simple discussions about their experience with the inspector, they were there to provide what we needed. There was not one single time that I felt that Verdego was anything less than a partner in our effort to satisfy our client and fulfill our contractual obligations.

I wholeheartedly recommend Verdego as a FDOT qualified landscape/irrigation contractor. As an FDOT qualified contractor ourselves, I can certainly speak to the need of a vast pool of professional, qualified and committed contractors for this particular scope. Their professionalism and high standard of communication would most certainly set them apart and qualify them in this capacity.

I will gladly respond to any additional inquiries you may have regarding Verdego. Please feel free to contact me any time for further information.

Yours truly,

Kimberly S Bryan, Project Manager

LEED AP

CUC057440

kbryan@petticoatschmitt.com

Cell 904-487-4675

Attachment: VerdeGo City of Holly Hill RFP #18-PW-04 (2020-R-56 : Landscaping Maintenance Contract Amendment)

Letters Of Recommendation



PLANNING DIVISION

8/29/16

To Whom It May Concern:

Verdego Nursery has worked on several projects for private development in the City of Palm Coast that I have personally inspected and worked with them on. Although I cannot comment on the dollar value of the projects, I can list a few of them below:

- Island Walk on 250 Palm Coast Parkway- This was a most difficult major renovation project in that Verdego had to completely re-do the landscaping and irrigation to Palm Coast's first shopping center built in 1979. Storm water source for irrigation was converted to re-use water and various businesses within the center had to remain open during construction and closed for renovation without disrupting business or traffic. The project turned out beautifully and actually won an award for the City due to the great coordination between the developer and the City.
- Holland Park on 18 Florida Park Drive- This is a City renovation project that is now currently ongoing and is a major re-build of Palm Coast's first City park. Again, another project with existing constraints and constant changes due to unforeseen conditions that Verdego handled with ease. Changing the existing multi-wire irrigation system to a two-wire system and converting it to reuse water as well. Contractor has worked with the City well on many changes and issues with the general contractor that were beyond Verdego's control. Construction costs for the landscape and irrigation portion of the project which is under the general contractor, Tumbleson-White is \$253,147 for the landscape and \$127,749 for the irrigation portion.
- Old Kings Road North Extension (from Forest Grove Drive to Matanzas Woods Parkway) - On this project, Verdego worked under general contractor, Petticoat-Smith who was under contract with Flagler County and paid for by the FDOT. The project when complete was turned over to the City for maintenance after the construction. Verdego completed all work on time and did a very nice job with very few punch list items that were handled promptly. Since this was a County project, I don't know what the cost of the landscape or irrigation work but it was a four-lane roadway extension with a 15' wide median in the middle that was approximately ¾ of a mile long.

Based on my past experience with the firm, I would highly recommend them for any landscape and irrigation work.

Sincerely,

Bill Butler, ASLA, RLA
City Landscape Architect

160 LAKE AVENUE, PALM COAST, FL 32164 • TEL (386) 986-3760 • FAX (386) 986-2590

Letters Of Recommendation



August 30, 2016

Re: Letter of Recommendation - VerdeGo

To Whom It May Concern;

My firm has worked closely with VerdeGo Landscape, LLC, on several projects, over the past few years. I have found them to be professional, responsive, and committed to quality. The projects were completed on schedule and to the satisfaction of the client.

VerdeGo has provided landscape, irrigation and hardscape (paver) installation on the following projects that we have worked on together:

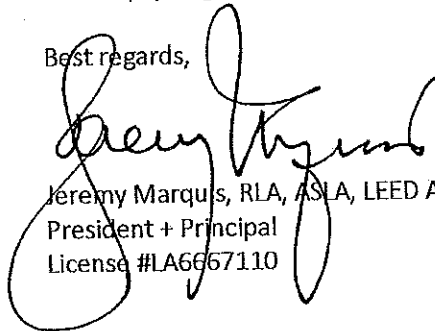
St. Augustine Shipyards – 255 Diesel Rd, St. Augustine, FL 32086

Boles Law Firm – 19 Riberia St, St. Augustine, FL 32084

Sea Colony HOA – May Management Services, Inc. – 5455 A1A S., St. Augustine, FL 32080

I would recommend the services of VerdeGo Landscape, LLC for both residential and commercial landscape, irrigation, and paver projects. If you have any questions, please feel free to contact me.

Best regards,



Jeremy Marquis, RLA, ASLA, LEED AP BD+C
President + Principal
License #LA6667110

Letters Of Recommendation



LANDSCAPE ARCHITECTURE
LAND PLANNING
FEASIBILITY STUDIES

August 26, 2016

To Whom It May Concern,

I have worked on numerous projects with Verdego Landscape, LLC over the past 10 years in Flagler County. They have provided Landscape, Irrigation and Hardscape projects based on my design plans and have delivered quality work on the required schedule.

Projects:

Palm Harbor Road Extension
Palm Coast, FL 32137

Sod installation, bicycle station, trash/recycling receptacles and fountain.

Design Coastal Construction
65 Calle del Sur, Palm Coast, FL 32137

Landscape, irrigation, hardscape and lighting installation.

I would recommend them for any Landscape, Irrigation, and Hardscape project based on my past experience.

If you have any questions or require additional information please feel free to contact me.

Sincerely,

Robert E. Dickinson, RLA
License #LA736

33 OLD KINGS RD. NORTH
SUITE 1
PALM COAST, FL 32137

PHONE 386.446.8304
EMAIL: DICKINSONCJ@AOL.COM

Certifications & Licenses



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2016

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

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

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE: (386) 767-3161 FAX: (386) 760-1770 E-MAIL: melissa@catonhosey.com ADDRESS:	
INSURED VerdeGo, LLC VLSW, Inc PO Box 789 Bunnell FL 32110		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company 24112 INSURER B: Florida Hospitality Mutual 10699 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL16121916442 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$500 PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		TRA5095617	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		TRA5095617	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PP-Basic \$ 10,000
A	☒ UMBRELLA LAB ☒ EXCESS LAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		TRA5095617	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC306-0024320-2016	1/1/2017	1/1/2018	☒ PER STATUTE EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented & Leased Equipment		TRA5095617	1/1/2017	1/1/2018	Limit \$60,000

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

CERTIFICATE HOLDER

****Proof of Coverage****

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Hosey/ATHOMP

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ACORD 25 (2014/01)
INS025 (2014/01)

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Certifications & Licenses

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC1506752

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MCNITT, TERRY MARTIN JR
VERDEGO LLC
39 AUDUBON LANE
FLAGLER BEACH FL 32136

ISSUED: 08/09/2016

DISPLAY AS REQUIRED BY LAW

SEQ# L1608090001972



INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST™

Beau Eugene Barnett

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director
International Society of Arboriculture

Shirley Korman
Certification Board, Chair
International Society of Arboriculture

IL-5128A Mar 23, 2009 Jun 30, 2018
Certification Number Certified Since Expiration Date

Certifications & Licenses

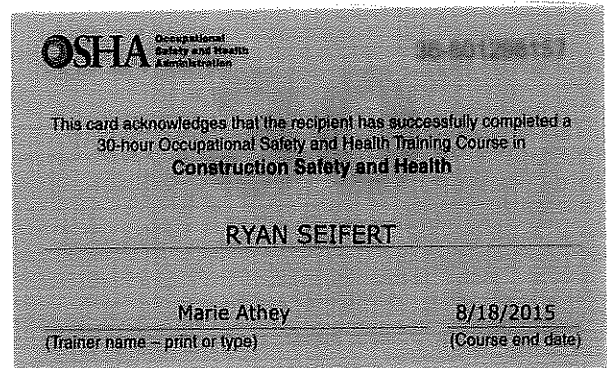
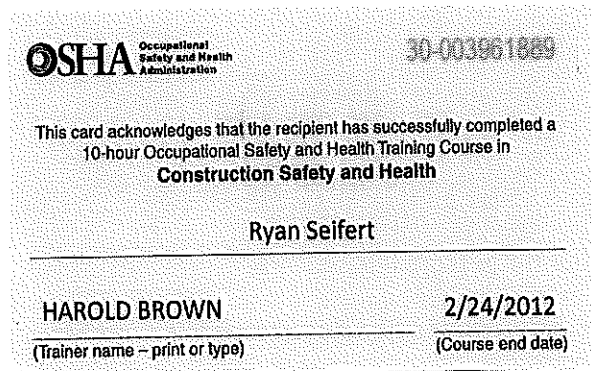


Select Certified
IRRIGATION ASSOCIATION
Experienced professionals. Efficient solutions.



Ryan Seifert
CLIA

Certification ID#: 75785
Expiration Date: 12/31/2017
CEU Cycle: 1/1/2017 to 12/31/2018



ProFirstAid Basic

a ProTrainings.com company

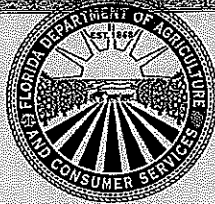
This card certifies that the individual has successfully completed the National Cognitive Evaluation in accordance with ProTrainings Curriculum and the American Heart Association's guidelines

RYAN SEIFERT

has completed CPR & First Aid (AED inclusive) Certification

Date Issued: 30 Jul 2015 Renew By: 30 Jul 2017
Certificate # 143827594478776

State of



Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

PEST CONTROL LICENSE

Number: JB262544

VERDEGO

3335 NORTH STATE STREET, BUNNELL, FL 32110

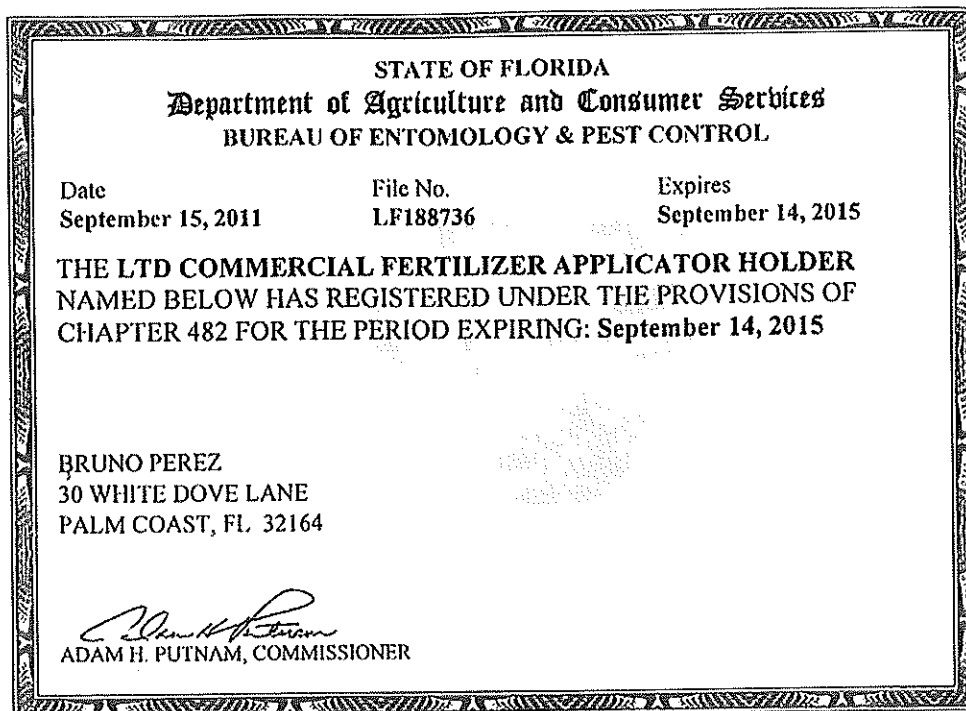
This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending August 31, 2018 as prescribed by Law.

Adam H. Putnam
Commissioner of Agriculture

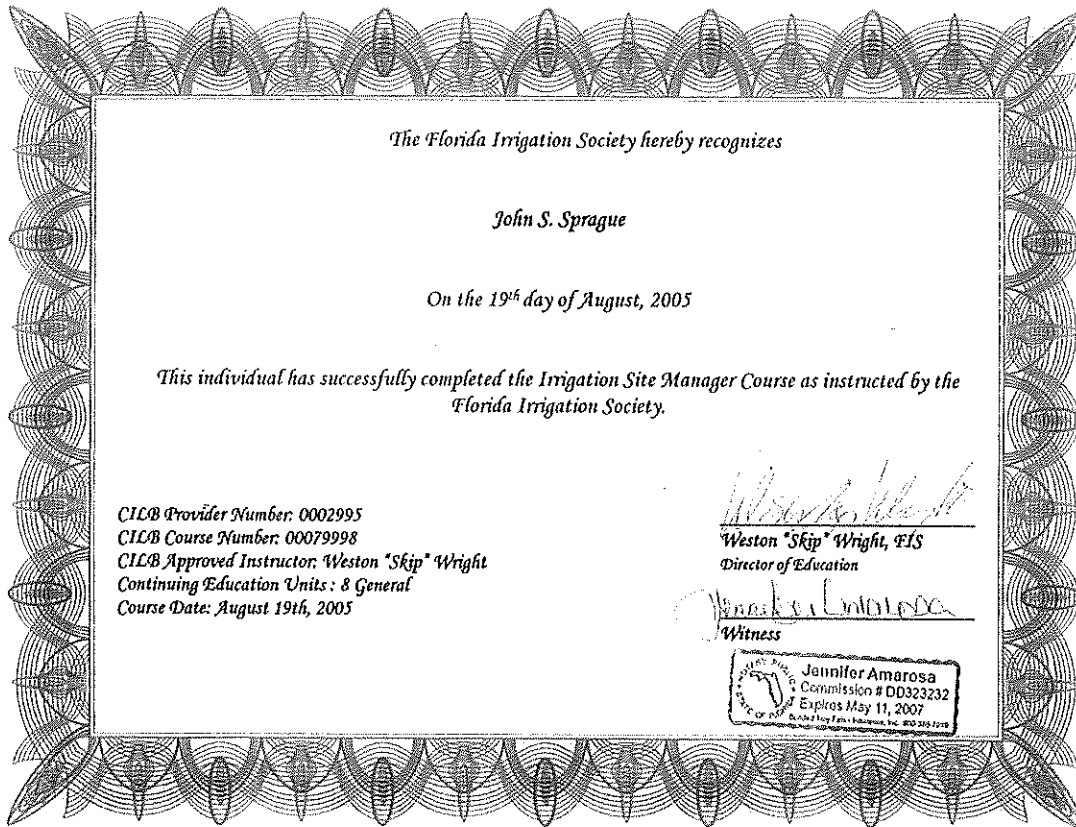
Issue Date: August 23, 2017

FDACS 13618. 06/01

Certifications & Licenses



Certifications & Licenses



Let's protect our earth



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Examination & Licensing Unit
PO BOX 441
Trenton, NJ 08625-0411
(609)-777-1013

Please detach your license and carry it with you for identification purposes.

JOHN S SPRAGUE
2880 LANGHORNE-YARDLEY RD
C/O AUTUMN HILL LANDSCAPE INC
LANGHORNE PA 19047

Document #: 102237000

DEPARTMENT OF ENVIRONMENTAL PROTECTION		STATE OF NEW JERSEY	
Hereby Certifies the Goodstanding of:			
JOHN S. SPRAGUE		SSN:	
License No.	0015835	Reg No.	0015835
AS A LICENSED: LANDSCAPE IRRIGATION			
Expires:	01/31/13	Document#:	102237000

TO DETACH

- Push license down thru paper.

Attachment: VerdeGo City of Holly Hill RFP #18-PW-04 (2020-R-56 : Landscaping Maintenance Contract Amendment)

**PROFESSIONAL SERVICES AGREEMENT
LANDSCAPE MAINTENANCE SERVICES
Request for Proposal (RFP) #18-PW-04**

THIS AGREEMENT is made and entered into this _____ day of September, 2018, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #18-PW-04), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:

T.J. McNitt, Owner (Name, Title)
VerdeGo (Company)
3335 N. STATE STREET (Address)
Bunnell, FL 32110 (City, State, Zip)
386-437-3122 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

WITNESSES:

FIRMS

By: _____,

Dated: _____

Attachments: A. RFP #18-PW-04

B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2018 under Agenda Item No. _____.

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ The standard contract/ agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

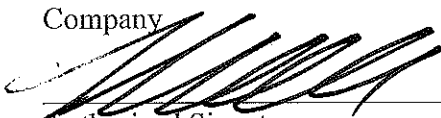
CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☒ The mailing envelope must be sealed and marked with Qualification Number "RFP 18-PW-04", Proposal Title "LANDSCAPE MAINTENANCE SERVICES" and Due Date "@ 10:30 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

VERDEGO

Company


Authorized Signature

T. J. McNETT / OWNER
Printed Name & Title

TMcNett@verdego.com
Email

3335 N. STATE STREET

Address

Bunnell, FL 32110
City, State, Zip Code

386-437-3122
Telephone No.

386-437-6883
Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

VERDEGO
Company

3335 N. State Street
Address

[Signature]
Authorized Signature

Bunnell FL 32110
City, State, Zip Code

T.J. McNitt / Owner
Printed Name & Title

386-437-3122
Telephone No.

T.McNitt@verdego.com
Email

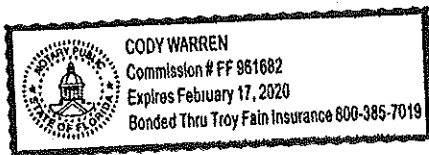
386-437-6883
Fax No.

State of FLORIDA
City of Bunnell

SUBSCRIBED AND SWORN to before me this 4 day of September, 2018, by
T.J. McNitt, who is personally known to me to be the
Owner for the Firm, OR who produced the following
identification: _____

Cody Warren

Notary Public



My Commission Expires: 02/17/2020

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
Annual Contract	Ocean Hammock POA	\$ 1,000,000
Annual Contract	CITY OF DAYTONA BEACH	\$ 345,000
Annual Contract	FLORIDA HOSPITAL	\$ 400,000

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

WORLD GOLF VILLAGE - Common Area Maintenance
 FLORIDA COLLEGE SPORTS COMPLEX
 STONEBRIDGE VILLAGE HOA

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ 516,983 Total Fees for work done on all City projects

REFERENCES:Bank(s) Maintaining Account(s): INTERCOASTAL BANK - LAURE ALVES

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☒ Other: Please list: LIC _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

VerdeGo
Company

[Signature]
Authorized Signature

T.J. McNett / Owner
Printed Name & Title

TMcNett@verdego.com
Email

3335 N. STATE STREET
Address

Bunnell, FL 32110
City, State, Zip Code

386-437-3122
Telephone No.

386-437-6883
Fax No.

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 18-PW-0 - "LANDSCAPE MAINTENANCE SERVICES"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #18-PW-04**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 4 day of SEPTEMBER, 2018 in the City of Bunnell, in the State of FLORIDA.

VERDEGO
Company

3335 N. STATE STREET
Address

[Signature]
Authorized Signature

Bunnell, FL 32110
City, State, Zip Code

T.J. McNITT | OWNER
Printed Name & Title

386-437-3100
Telephone No.

TMcNitt@verdego.com
Email

386-437-6883
Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

- | | |
|--|---|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS (Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP Number** and **LANDSCAPE MAINTENANCE SERVICES**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

VerdeGo
Company

[Signature]
Authorized Signature

T.J. McNitt / Owner
Printed Name & Title

TMcNitt@verdego.com
Email

Caton & Hoseney Insurance
Insurance Agency

Given Upon Contract
Signature of Proposer's Agent

3335 N. STATE STREET
Address

Bunnell FL 32110
City, State, Zip Code

386-437-3122
Telephone No.

386-437-6883
Fax No.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES
☐ NO

VerdeGo
 Company

[Signature]
 Authorized Signature

T.J. McNitt
 Printed Name & Title

TMcNitt@verdego.com
 Email

3335 N. STATE STREET
 Address

Bunnell, FL 32110
 City, State, Zip Code

386-437-3122
 Telephone No.

386-437-6883
 Fax No.

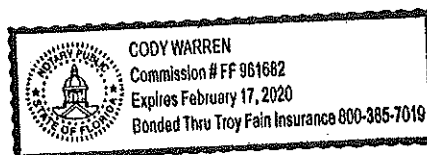
NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FLORIDACounty of FLAGLERT.J. McNETT, being first duly sworn, deposes and says that:He/she is Owner of VERDEGO, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

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

VERDEGO
Company[Signature]
Authorized SignatureT.J. McNETT / Owner
Printed Name & TitleTMcNitt@verdego.com
Email3335 N. STATE STREET
AddressBunnell, FL 32110
City, State, Zip Code386-437-3122
Telephone No.386-437-1383
Fax No.Subscribed and sworn to before me this 4 day of SEPT, 2018.Cody Warren
Notary
TitleMy Commission Expires: 02/17/2020

ACKNOWLEDGEMENTS
RFP #18-PW-04 LANDSCAPE MAINTENANCE SERVICES

To: City of Holly Hill
 1065 Ridgewood Ave
 Holly Hill, FL 32117

From : VerdeGo
 Insert Information "Contractor"

The Contractor agrees to provide LANDSCAPE MAINTENANCE SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the LANDSCAPE MAINTENANCE SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee LANDSCAPE MAINTENANCE SERVICES within 30 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 4 day of SEPT, 2018
 (Month) (Year)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER
FORM OF ENTITY

By: [Signature] / T.J. McNETT
(Signature) (Print name)

Address: 3335 N. STATE STREET
Bunnell, FL 32110

Telephone: (386) 437-3122 Fax: (386) 437-6883

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: VERDEGO

Authorized representative (printed): T.J. McNETT

Authorized representative (signature): 

Project Number: RFP #18-PW-04

Date: 9/4/18

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____
 _____ **SEE ATTACHED** _____
 Dates of Service: _____

2. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

3. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

4. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill
by T.J. McNETT / OWNER
(Print Individual's Name and Title)
for VerdeGo
(Print Name of Entity Submitting Sworn Statement)
whose _____ business
is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is 81-0985485

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(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 of 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(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.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - 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 crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(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 provisions 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.

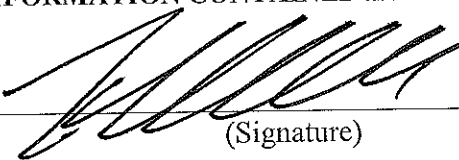
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

Sworn and subscribed before me this 4 day of SEPTEMBER, 2018.

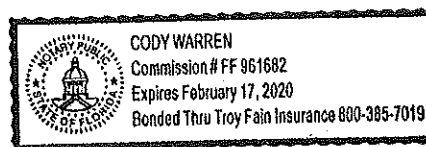
Personally known X

OR produced identification _____

(Type of Identification)

Cody Warren
(Notary)
Notary Public State of FL

My commission expires: 02/17/2020



VENDOR INFORMATION

Vendor is:

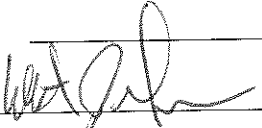
- ☐ Corporation
☐ Partnership
☐ Sole Proprietorship
☒ Other LLC (Explain)

Federal Employer Identification Number: 81-0985485Firm Name: VerdeGo LandscapeMailing Address: 3335 N. STATE STREETTelephone No.: 386-437-3122 Fax No.: 386-437-6883Email Address: TMcNITT@verdego.com Web Address: verdego.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by:  _____Name & Title Printed: William Gerardo / DIR. OF BUSINESS DEVELOPMENT

Form **W-9**
(Rev. November 2017)
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.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Verdego, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 3335 N. State Street (PO Box 789)	Requester's name and address (optional)
6 City, state, and ZIP code Bunnell, FL 32110	
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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	7		4	3	9	8	6	6	6

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 ▶

Cody Warren

Date ▶

09/04/2018

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PROPOSAL PRICING FORM
RFP 18-PW-04
LANDSCAPE MAINTENANCE SERVICES

LOCATIONS**Facilities**

TOTAL FOR ALL LOCATIONS: \$185,442.42

1 City Hall Complex

Mowing \$ 12,870.00 40 - 42 times annually
 Fertilization 3,801.60 4 times annually (Optional)
 Pest Control Incl. w/ FERT 4 times annually (Optional)
 Mulching \$ 664.58 1 time annually (Optional)

2 YMCA / B&G Club

Mowing \$ 20,460.00 40 - 42 times annually
 Fertilization 4,764.71 4 times annually (Optional)
 Pest Control Incl. w/ FERT 4 times annually (Optional)
 Mulching \$ 586.24 1 time annually (Optional)

3 Station 96

Mowing \$ 8,508.00 40 - 42 times annually
 Fertilization — 4 times annually (Optional)
 Pest Control — 4 times annually (Optional)
 Mulching \$ 90.63 1 time annually (Optional)

4 Sica Hall

Mowing \$ 4,092.00 40 - 42 times annually
 Mulching \$ 402.78 1 time annually (Optional)

5 City Hall Annex

Mowing \$ 3,102.00 40 - 42 times annually
 Mulching \$ 354.04 1 time annually (Optional)

Parks

6 Riverside Park

Mowing \$ 17,952.00 40 - 42 times annually
 Mulching \$ 2,463.19 1 time annually (Optional)

7 Sunrise Park North

Mowing \$ 17,391.00 40 - 42 times annually
 Mulching \$ 422.92 1 time annually (Optional)

8 Sunrise Park South

Mowing \$ 7,920.00 40 - 42 times annually

9 Ross Point

Mowing \$ 6,072.00 40 - 42 times annually

10	Riviera Oaks Dog Park	Mowing \$ <u>18,744.00</u>	40 - 42 times annually
		Mulching \$ <u> </u>	1 time annually (Optional)
11	Grove Avenue Park	Mowing \$ <u>2,376.00</u>	40 - 42 times annually
12	Hollyland Park	Mowing \$ <u>17,754.00</u>	40 - 42 times annually
Stormwater			
13	Centennial Park	Mowing \$ <u>13,992.00</u>	40 - 42 times annually
14	Hallman Pond	Mowing \$ <u>5,346.73</u>	40 - 42 times annually
15	7th Street Park	Mowing \$ <u>8,316.00</u>	40 - 42 times annually
16	Shirley Heyman Park	Mowing \$ <u>5,676.00</u>	40 - 42 times annually
Community Redevelopment Agency			
17	Vacant Land	Mowing \$ <u>1,320.00</u>	40 - 42 times annually

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.


Authorized Signature

T.J. McNitt Owner
Printed Name & Title

VERDEGO
Company

9/4/18
Date

3335 N. STATE STREET
Address

Bunnell, FL 32110
City, State, Zip Code

386-437-3122
Telephone No.

T.McNitt@verdego.com
Email Address.

**ADDENDUM NUMBER 1
RFP 18-PW-04
LANDSCAPE MAINTENANCE SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFP 18-PW-04** for the above **LANDSCAPE MAINTENANCE SERVICES** as fully and completely as if the same were fully set forth therein.

All required forms (Section 7 – page 18) must be included in submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All Proposals are to be delivered before 10:30 a.m., local time, on or before September 4, 2018 to:

City of Holly Hill
City Clerk
1065 Ridgewood Ave.,
Holly Hill, FL 32117

QUESTIONS AND ANSWERS

Q1. What type of mulch is to be used?

A1. *Pine Bark*

Q2. Areas to be bid require significant cleanup, will a cleanup fee be allowed?

A2. *Yes, specify cleanup fee per location on your submittal.*

Q3. What Parks require mulch?

A3. *See Amended Exhibit B*

Q4. How are Parks with retention ponds to be treated for weeds?

A4. *They are to be trimmed with weed eaters and not sprayed around the retention areas.*

Q5. What properties do you currently have under landscaping contract?

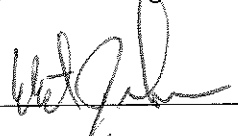
Q5. *Riverside Park and 224 Riverside Dr.*

Q6. 224 Riverside Dr. is not on the Proposal Pricing Form is it to be added?

Q6. *That is item number 17, that is labeled Vacant Land*

ATTACHMENT(S): Amended Exhibit "B"

Signature acknowledges receipt and understanding of this addendum.

 / *Dir. of Business Development*
Name/Title

9/4/18
Date

Exhibit "A"

RFP 18-PW-04LANDSCAPE MAINTENANCE SERVICES

Locations are to be maintained according to the schedule below. Please note that scheduling shall take into account months that may require 5 cuts per month*. Costs affiliated with additional cuts should be considered in final bid amount

Frequency of Cuts

January & February – 2 cuts per month

March thru October – 4 cuts per month

May thru September – allow for 1 extra cut for months with five (5) weeks

November & December – 2 cuts per month

List of Locations with types of grass

	Address	Type of Grass
Facilities		
1 City Hall Complex	1065 Ridgewood Ave.	St. Augustine
2 YMCA / B&G Club	1046 Daytona Ave.	St. Augustine & Bahia
3 Station 96	1020 Daytona Ave.	St. Augustine
4 Sica Hall	1065 Daytona Ave.	St. Augustine & Bahia
5 City Hall Annex	1066 Ridgewood Ave.	Bahia
Parks		
6 Riverside Park	231 Riverside Dr.	St. Augustine & Bermuda
7 Sunrise Park North	1135 Riverside Dr.	Bahia
8 Sunrise Park South	1125 Riverside Dr.	Bahia
9 Ross Point	611 Riverside Dr.	Bahia
10 Riviera Oaks Dog Park	980 Alabama Ave.	Bahia
11 Grove Avenue Park	700 (Block) Grove Ave.	Bahia
12 Hollyland Park	1064 Ridgewood Ave.	Bahia
Stormwater		
13 Centennial Park	408 10th St.	Bahia
14 Hallman Pond	409 10th St.	St. Augustine
15 7th Street Park	550 7th St.	Bahia
16 Shirley Heyman Park	115 1st St.	Bahia
Community Redevelopment Agency		
17 Vacant Land	224 Riverside Dr.	Bahia

RFP 18-PW-04

LANDSCAPE MAINTENANCE SERVICES**Services Required per Location**

Locations	Mowing	Pruning	Fertilization	Weed Control	Trimming	Weeding	Mulching	Notes
Facilities								
1 City Hall Complex	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Fertilization areas fronting US 1 & Daytona Ave.
2 YMCA / B&G Club	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Fertilization areas fronting US 1 & Daytona Ave.
3 Station 96	Yes	Yes	No	Yes	Yes	Yes	Yes	
4 Sica Hall	Yes	Yes	No	Yes	Yes	Yes	Yes	
5 City Hall Annex	Yes	Yes	No	No	Yes	Yes	Yes	
Parks								
6 Riverside Park	Yes	Yes	No	No	Yes	Yes	Yes	
7 Sunrise Park North	Yes	Yes	No	No	Yes	Yes	Yes	
8 Sunrise Park South	Yes	Yes	No	No	Yes	Yes	No	
9 Ross Point	Yes	Yes	No	No	Yes	Yes	No	
10 Riviera Oaks Dog Park	Yes	Yes	No	No	Yes	Yes	No	
11 Grove Avenue Park	Yes	Yes	No	No	Yes	Yes	No	
12 Hollyland Park	Yes	Yes	No	No	Yes	Yes	No	Mowing limited to common areas not ballfields
Stormwater								
13 Centennial Park	Yes	Yes	No	No	Yes	Yes	Yes	
14 Hallman Pond	Yes	Yes	No	No	Yes	Yes	No	
15 7th Street Park	Yes	Yes	No	No	Yes	Yes	No	Intersection of 7th St. and Center Ave.
16 Shirley Heyman Park	Yes	Yes	No	No	Yes	Yes	No	
Community Redevelopment Agency								
17 Vacant Land	Yes	No	No	No	No	No	No	Across from Marina Grande Condos



3885 North State Street
Bunnell, FL 32110
386-437-3122
www.verdego.com

ABC EXPRESS LAWN CARE LLC

167 WEST Highbanks Road DeBary, FL 32713

Phone: (386)216-3998

FAX: (386)753-1983

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Attn: Steve Juengst- Facilities Supervisor
Purchase Order #: FY2019-2020
Vendor #:3773

Contract: Ground Maintenance RFP# 18-PW-04

Attn: Steve Juengst

RE: Price Adjustment for Hollyland Park

DATE 8/15/2020

THIS IS A PRICE QUOTE ADJUSTMENT FOR CITY OWNED HOLLYLAND PARK LOCATED AT 1082 RIDGEWOOD DRIVE HOLLY HILL FLORIDA 32117. A NEW PRICE OF \$325.00 PER WEEK WILL INCLUDE GROUND MAINTENANCE OF ALL AREAS AT THE NEW PICTONA RECREATIONAL COMPLEX. ALL NEW AREAS WILL INCLUDE PLANT AND BED MAINTENANCE, NEW RETENTION PONDS AND ALL EXISTING AREAS INCLUDING INSIDE FENCE LINES. ADDITIONALLY 27 CU YARDS OF PINE BARK MULCH WILL BE INSTALLED ANNUALLY. THIS FACILITY WILL BE SERVICED 40-42 TIMES ANNUALLY.

PLEASE CALL DAVID OR SHARON DOYLE AT (386)216-3998 IF YOU HAVE ANY QUESTIONS OR CONCERNS. THANK YOU

SINCERELY, DAVID M. DOYLE

ABC Express Lawn Care Annual Costs

Property	Mowing, Edging, Etc.	Pest Control	Fertilizer	Mulch	Sub-Total
City Hall Complex	\$13,000.00	\$1,200.00	\$1,200.00	\$1,800.00	\$17,200.00
YMCA/Boys & Girls Club	\$11,200.00	\$1,200.00	\$1,200.00	\$3,000.00	\$16,600.00
Fire Station	\$4,000.00	\$320.00	\$320.00	\$350.00	\$4,990.00
Sica Hall	\$4,600.00	n/a	n/a	\$350.00	\$4,950.00
Grand Total					\$43,740.00

Verdego. LLC Annual Costs

Property	Mowing, Edging, Etc.	Pest Control	Fertilizer	Mulch	Sub-Total
City Hall Complex	\$12,870.00	Included	\$3,801.60	\$664.58	\$17,336.18
YMCA/Boys & Girls Club	\$20,460.00	Included	\$4,764.71	\$586.24	\$25,810.95
Fire Station	\$8,508.00	n/a	n/a	\$90.63	\$8,598.63
Sica Hall	\$4,092.00	n/a	n/a	\$402.78	\$4,494.78
Grand Total					\$56,240.54



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

5.6

MEETING DATE: October 13, 2020
FROM: Valerie Manning
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Continuation of the Memorandum of Understanding by and Between the City of Holly Hill, Florida, and Concerned Citizens for Animal Welfare (CCFAW) Renewing a Trap/Neuter/Return (TNR) Program for the Control of the Free Roaming Cat Population; Providing for Severability; Providing and Allowing for Budgetary Concerns; and Providing for an Effective Date.

NUMBER: 2020-R-57
APPLICANT:
PLANNER:

DISCUSSION:

A review of the program, as proposed by Concerned Citizens for Animal Welfare (CCFAW), demonstrates that local TNR efforts are proving effective in our community.

The TNR fee schedule changed since last year and now is a flat fee for all services that the City would be responsible for under the TNR Program.

The current MOU expired on September 30, 2020. This MOU, once adopted, goes into effect immediately.

FISCAL ANALYSIS:

The fees outlined in the attachment are paid to the Halifax Humane Society, Redinger Clinic for an amount not to exceed \$10,000 annually for the TNR program. No fees are paid to the CCFAW. The expenditure is fully budgeted in account 001-2410-524.34-90 Code Enforcement, other services.

STAFF RECOMMENDATION:

Authorize the City Manager to continue the TNR program in the City of Holly Hill with Concerned Citizens for Animal Welfare (CCFAW) and sign the MOU for FY2020-2021.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that

establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE RESOLUTION AUTHORIZING THE CONTINUATION OF THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF HOLLY HILL, FLORIDA, AND CONCERNED CITIZENS FOR ANIMAL WELFARE (CCFAW) RENEWING A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR THE CONTROL OF THE FREE ROAMING CAT POPULATION; AND PROVIDING FOR SEVERABILITY; PROVIDING AND ALLOWING FOR BUDGETARY CONCERNS.

ATTACHMENTS:

- Last Year's TNR Schedule Fees (PDF)
- MOU - Halifax Humane Society Redinger Spay and Neuter Clinic - Fee Schedule Included 2020 (PDF)

Resolution No. 2020-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CONTINUATION OF THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF HOLLY HILL, FLORIDA, AND CONCERNED CITIZENS FOR ANIMAL WELFARE (CCFAW) RENEWING A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR THE CONTROL OF THE FREE ROAMING CAT POPULATION; PROVIDING FOR SEVERABILITY; PROVIDING AND ALLOWING FOR BUDGETARY CONCERNS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CONTINUATION OF THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF HOLLY HILL, FLORIDA, AND CONCERNED CITIZENS FOR ANIMAL WELFARE (CCFAW) RENEWING A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR THE CONTROL OF THE FREE ROAMING CAT POPULATION; PROVIDING FOR SEVERABILITY; PROVIDING AND ALLOWING FOR BUDGETARY CONCERNS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City recognizes that many free roaming cats are often deemed unadoptable and unfortunately euthanized; and

WHEREAS, by partnering with the Concerned Citizens for Animal Welfare (CCFAW), cat colonies can be safely maintained; and

WHEREAS, Trap/Neuter/Return programs have been operating in Holly Hill which have demonstrated promising cost savings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission supports the continued memorandum of understanding partnership with the Concerned Citizens for Animal Welfare (CCFAW) in order to better serve the animals, particularly feral cats, while providing the savings of tax dollars.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or

impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption of the fiscal year 2020/2021 final budget appropriation by the City Commission.

APPROVED AND AUTHENTICATED on this 13th day of OCTOBER, 2020.

TNR FEE SCHEDULE

Last year's fees

PROCEDURE	REDINGER FEE	
CAT SPAY	\$35.00	
CAT NEUTER	\$22.00	
PREGNANT CAT	\$10.00	
RABIES & DISTEMPER SHOTS	\$15.00	
*EAR TIPPING	\$.00	
*PAIN SHOT	\$.00	
*FLEA MEDICATION	\$.00	
*EUTHANASIA	SEE BELOW	

***EAR TIPPING** – The cats left ear is tipped in accordance with the method used by Alley Cat Allies. The Alley Cat Allies website at www.alleycat.org provides detailed information on proper ear tipping procedures.

***PAIN SHOT** – Redinger Clinic includes the pain shot in the cost of surgery

***FLEA MEDICATION** – Flea medication is used if the cat has fleas that would interfere with proper surgery procedures.

***EUTHANASIA** – If the cat has a life threatening condition please call CCFaw so they can notify the caregiver that the cat must be euthanized. We do not euthanize FIV cats unless the cat is not fit to return to the colony.
Euthanasia Fee Schedule: Cat is euthanized for the cost of the surgery with no cremation fee.

***EXAMINATION** – After the cat is anesthetized an examination is performed on the cat to determine if the cat is fit for surgery and can be returned to the wild. If the veterinarian determines that the cat has minor conditions that should be attended to before returning to the wild (abscesses; scabies; wounds; etc.) they should call CCFaw for payment authorization for the procedure.

Notes:

1. The Cities of Port Orange, Edgewater and Holly Hill DO NOT pay for feline leukemia/fiv tests; feline leukemia shots; microchipping; worming; flea medications (unless required to do surgery); or any other veterinary costs that are not related to the spay or neuter under the TNR Program.
2. If the cat is adoptable it is the responsibility of the caregiver to pay for a feleuk/fiv test. CCFaw must be called to authorize the test if they are paying the cost. The Redinger clinic charges \$18.00 for the test.
3. CCFaw must approve any additional procedures requested by the caregiver that are not covered under the TNR program. CCFaw will pay for additional procedures as long as approval is given by a representative of CCFaw (Cheryl Robel, Pat Mihalic, Bob Belt or Julie Ozburn).
4. If the veterinarian cannot reach CCFaw they can use their own judgment as to how to proceed with any necessary procedure not covered by the TNR program. CCFaw will guarantee payment of necessary procedure authorized by the veterinarian.
5. CCFaw is providing the TNR fee schedule to all municipalities who adopt the program.
6. CCFaw Contact Information: Telephone: Pat Mihalic @ 386-405-1559 ~ Cheryl Robel @ 386-760-2324; Email: ccfaw@ccfaw.org

Memorandum of Understanding

This Memorandum of Understanding (the Memorandum) is made on this _____, by and between Halifax Humane Society Redinger Spay and Neuter Clinic, of 600 Mason Ave. Daytona Beach, FL 32114, hereinafter referred to as HHS Redinger Clinic and The City of Holly Hill, (collectively "the Parties"), for the purpose of achieving the various aims and objectives relating to the Spay/Neuter Program (the Project).

WHEREAS HHS Redinger Clinic and The City of Holly Hill are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Spay/Neuter Program between HHS Redinger Clinic and The City of Holly Hill.

Obligations of the Parties

The Parties acknowledge that this Memorandum sets forth the general operating parameters of the Parties with regard to the Project.

Resources

The Parties will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

1. HHS Redinger Clinic agrees to provide reduced Spay/Neuter Program Services (listed under Roles and Responsibilities) in respect to the Project.
2. The City of Holly Hill guarantees to:
 - a. Notify the HHS Redinger Clinic of appointment cancellations 48 hours in advance.
 - b. Provide clinic with all necessary animal information upon request
 - c. Transport animals to and from the designated HHS clinic location on the scheduled day of surgery
 - d. Follow all pre/post-surgery instructions

The City of Holly Hill hereby agrees to make a monthly payment to HHS Redinger Clinic for the services provided to them in the previous month based on the following fee schedule:

Roles and Responsibilities

The activities and services for the Project shall include, but are not limited to:

1. Cat Spay/Neuter Program Services as follows:

Item	Price
Cat Sterilization Surgery (complimentary rabies vaccine, FVRCP vaccine, and eartip)	\$45
Euthanasia	\$45
Examination	\$45

- a. This fee schedule only applies for services rendered at an HHS Redinger Clinic location.
 - b. Ear Tipping – The cat's left ear is tipped in accordance with the method used by Alley Cat Allies. The Alley Cat Allies website at www.alleycat.org provides detailed information on proper ear tipping procedures.
 - c. Euthanasia – If the cat has a life-threatening condition, The City of Holly Hill will be contacted so they can notify the caregiver that the cat must be euthanized. There is no fee for cremation.
 - d. Examination – After the cat is anesthetized an examination is performed to determine if the animal is fit for surgery and can be returned to the wild. If the veterinarian determines that the cat has minor conditions that should be attended to before returning to the wild (abscesses; scabies; wounds; etc.), The City of Holly Hill will be contacted for payment authorization for the procedure.
2. Required responsibilities of The City of Holly Hill include:
- a. The City of Holly Hill is the responsible party for making surgery schedule arrangements to ensure verification of program animals.
 - b. The City of Holly Hill is responsible for informing HHS Redinger Clinic representative of additional services _____ accepts financial responsibility for, i.e. vaccines, microchip, and testing.
 - c. The City of Holly Hill will cover the anesthesia fee in the event that an animal is sedated, but determined to have already been spayed or neutered. The animal will still be vaccinated while sedated, if applicable.
 - d. The City of Holly Hill must approve any additional procedures that are not covered under the Spay/Neuter Program. The City of Holly Hill will pay for additional procedures with approval only from a representative of The City of Holly Hill.
 - e. If HHS Redinger Clinic veterinary representative cannot reach The City of Holly Hill, they can use their own judgment as to how to proceed with any necessary procedure not covered by the Spay/Neuter Program.

Commencement and Operations

Only animals from The City of Holly Hill that have pre-approval and are verified prior to surgery are eligible for this program. All surgery scheduling must be arranged directly through the designated contact person(s) from The City of Holly Hill:

- _____

- _____

All surgery scheduling arrangements are made strictly through the designated contact person representing HHS Redinger Clinic:

- Redinger Clinic Front Desk (386) 310-4935

Liability

No liability will arise or be assumed between the Parties as a result of this Memorandum.

Term

The arrangements made by the Parties by this Memorandum shall remain in place from **October 1, 2020** until **September 30, 2021**. The term can be extended only by agreement of all of the Parties.

Assignment and Amendment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld. This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Parties to this Memorandum that:

1. Each party will work together with the other party in a coordinated fashion for the fulfillment of the Project.
2. In no way does this agreement restrict the Parties from participating in similar agreements with other public or private agencies, organizations, and individuals.
3. To the extent possible, each party will participate in the development of the Project.
4. This Memorandum will be effective upon the signature of both Parties.
5. Any party may terminate its participation in this Memorandum by providing written notice to other party.

**Between**

Halifax Humane Society
 Redinger Clinic
 600 Mason Ave., Suite 150
 Daytona Beach, FL 32114

Sign:

Dr. Jennifer N. Green,
 Veterinary Services Director
 Phone: 386-274-4703 ext. 338
 drgreen@halifaxhumanesociety.org

And**The City of Holly Hill**

*Please provide your name and contact
 information in the space provided on
 page 4*

Sign:

Print Name:

Title:

Phone:

Email:



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

5.7

City Commission
Agenda Item

MEETING DATE: October 13, 2020
FROM: Valerie Manning
SUBJECT: UPS Temporary Holiday Package Storage Facility Agreement 2020
NUMBER: (ID # 3068)
APPLICANT:
PLANNER:

DISCUSSION:

This agreement is for temporary holiday storage units from UPS that will use the Holly Hill Fire Department parking lot between October 30, 2020 and January 2021.

This agreement is the same as previous years and will expire at the end of January 2021.

Delivery of parcels are allowed daily between the hours of 7:00 AM and 7:00 PM. Delivery carts must be inspected by the HHPD prior to being placed into service.

UPS agrees to pay the City of Holly Hill a fee of **\$150.00 per site, per month** for a total payment of **\$600 payable by January 30, 2021.**

STAFF RECOMMENDATION:

Approve the annual temporary holiday storage facility units agreement as submitted by staff.

MOTION:

APPROVE THE TEMPORARY HOLIDAY STORAGE FACILITY AGREEMENT WITH THE UNITED PARCEL SERVICE, INC.

- Certificate of Liability Insurance for United Parcel Service, Inc. 2020-2021 (PDF)
- UPS - Hold Harmless Agreement Regarding Temporary Use for Holiday Storage Units - 2020 (PDF)
- UPS Holiday Storage Units Annual Agreement - Oct. 2020 (PDF)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2019

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

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

PRODUCER Liberty Mutual Insurance Co. Nat'l Ins Northeast
2000 Westwood Dr.
Wausau, WI 54401

www.LibertyMutual.com

INSURED
UNITED PARCEL SERVICE, INC.
55 GLENLAKE PARKWAY, NE
ATLANTA GA 30328

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS: CMeCertProduction@LibertyMutual.com
FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Insurance Company	23035
INSURER B:	LM Insurance Corporation	33600
INSURER C:	Liberty Insurance Corporation	42404
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 52863849

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒		TB2-C21-004175-280	1/1/2020	1/1/2021	EACH OCCURRENCE
A	☐ CLAIMS-MADE ☒ OCCUR			TB2-C21-092036-140	1/1/2020	1/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)
B				TB5-C21-092036-860	1/1/2020	1/1/2021	MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE
	OTHER:						PRODUCTS - COM/OP AGG
A	AUTOMOBILE LIABILITY			AS2-C21-004175-330	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)
A	☒ ANY AUTO			AS2-C21-092036-210	1/1/2020	1/1/2021	BODILY INJURY (Per person)
A	☐ OWNED AUTOS ONLY			AS2-C21-092036-910	1/1/2020	1/1/2021	BODILY INJURY (Per accident)
B	☐ HIRED AUTOS ONLY			AS5-C21-004335-260	1/1/2020	1/1/2021	PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5-C25-004335-970	1/1/2020	1/1/2021	☒ PER STATUTE ☐ OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WA5-C2D-092036-240	1/1/2020	1/1/2021	E.L. EACH ACCIDENT
C	If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-C2D-004335-050	1/1/2020	1/1/2021	E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

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

The insurance afforded by the GL policy for the benefit of the additional insured shall be primary and non-contributory.

RECEIVED
12/17/19
VM
2020
JM

CERTIFICATE HOLDER

UPS Operations/Pod and Golf cart for Peak

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill FL 32117-2898

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karyn Lessard

Karyn Lessard

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: LM_116

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Liberty Mutual Insurance Co. Nat'l Ins Northeast		NAMED INSURED UNITED PARCEL SERVICE, INC. 55 GLENLAKE PARKWAY, NE ATLANTA GA 30328
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: City of Holly Hill

ADDRESS: 1065 Ridgewood Avenue Holly Hill FL 32117-2898

If changes/revisions to this certificate are necessary, you may email your request to
CMcCertProduction@libertymutual.com.

If you no longer require this certificate and do not need on an annual basis, please email
the certificate to our office and instruct us to delete from our database.

HOLD HARMLESS AGREEMENT REGARDING TEMPORARY USE

This Temporary Use Agreement (the “Agreement”) is made this **14th day of October 2020** by and between United Parcel Services, Inc., an Ohio Corporation (“UPS”) and (City of Holly Hill) owned by (Joseph A. Forte, City Manager) collectively, the “Owner”.

RECITALS

1. UPS desires to place two (2) storage pod units on the City of Holly Hill’s property, owned by the Owner.
2. The Owner has agreed to the placement of the storage pod units commencing on or after October 30, 2020 and terminating on January 31, 2021.

NOW, THEREFORE, in good and valuable consideration the receipt and sufficiency which is hereby acknowledged, the Owner and UPS agree as follows:

1. Owner hereby consents to the use of Owner’s property located at 1020 Daytona Avenue (the “Location”) by UPS to store pod units to facilitate the delivery of holiday parcels and to store (2) golf cart(s) during a period of time commencing on October 30, 2020 and terminating on January 31, 2021. All storage pod units will occur at the Location. UPS agrees that no activities other than the temporary storage of pods and consequent delivery to specific destinations may take place at said Location.
2. Indemnity. UPS shall indemnify, defend and hold the Owner harmless from and against any claims, actions, judgments, losses, damages, costs, expenses and liabilities assessed against or incurred by the Owner arising out of the use by UPS of the Location for placing storage pod units and delivery of parcels from the Location, except those losses or damages resulting from negligent or wrongful acts of Owner or Owner’s agents, employees or servants. Such indemnity shall include any alleged zoning violation or code enforcement action asserted by the applicable county or municipality having jurisdiction over zoning for the Location, including all fines and penalties incurred by the Owner. UPS shall defend by counsel selected by UPS.
3. Governing Laws; Jurisdiction. The indemnity and obligations arising hereunder shall be governed by, construed, applied and enforced in accordance with the laws of the State of Florida. Any legal suit, action or proceeding arising out of relating to this Agreement may be instituted in any federal or state court in the county where the property is located.

TO: UPS
FROM: CITY OF HOLLY HILL, FLORIDA
RE: PEAK STORAGE
DATE: OCTOBER 2020

To whom it may concern,

I, _____, give UPS permission to place a golf cart at my location, at 1020 Daytona Avenue, Holly Hill, FL for the months of October 2020 through January 2021. UPS will compensate the CITY OF HOLLY HILL for the use of this location/space in the amount of \$600 for the duration of the storage period.

Phone Number: (386) 248-9425 / 248-9441

Email Address: jforte@hollyhillfl.org

Signature: _____
Joseph A. Forte, City Manager

Printed Name: _____

Date: _____



CITY OF HOLLY HILL

The City with a Heart

1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117

www.hollyhillfl.org

Building, Zoning, Licensing & Inspections

386-248-9442
Fax 386-248-9498

City Clerk

386-248-9441
Fax 386-248-9448

City Manager

386-248-9425
Fax 386-248-9448

Community Services

386-248-9435
Fax 386-248-9448

Economic Development

386-248-9444
Fax 386-248-9448

Finance

386-248-9427
Fax 386-248-9497

Human Resources

386-248-9440
Fax 386-248-9448

Information Technology

386-248-9459
Fax 386-248-9448

Public Works

386-248-9463
Fax 386-248-9499

Utility Billing

386-248-9432
Fax 386-248-9458

Mayor & City Commission

386-248-9441
Fax 386-248-9448

September 29, 2020

Chris Goodwin, Lead Supervisor
United Parcel Service, Inc.
Daytona Beach Center
425 Fentress Blvd.
Daytona Beach, FL 32114

Re: UPS Temporary Package Storage Facility Agreement 2020

Dear Mr. Goodwin,

The City of Holly Hill has approved the temporary placement of two (2) storage units for use in the delivery of packages during the holiday season. The storage units are to be placed at the Holly Hill Fire Department located on the corner of Daytona Avenue and 10th Street. Your contact person for arranging the use of this site is Fire Chief Jim Bland (386) 248-9473. The site is authorized for your use until the **end of January 2021**.

The terms and conditions for the use of the site are listed below. Please sign and return this agreement as evidence of these terms.

- 1) **Purpose and Intent:** The City agrees to provide reasonable access to the site sufficient to allow UPS to conduct its intended operations. Temporary package storage units, not to exceed 250 square feet (10' x 25') in size at the above mentioned locations between October 30, 2020 and January 2021. Delivery of parcels is allowed daily between the hours of 7:00 a.m. and 7:00 p.m. This activity is temporary in nature and will not adversely impact the surrounding area and land uses, and will be terminated and removed immediately upon expiration of the temporary package storage facility agreement.
- 2) **Indemnification:** UPS, by accepting the Temporary Package Storage Facility Agreement, shall at its own cost and expense, hold harmless, defend and indemnify its officials, boards, agents and employees from any and all claims, demands, actions and causes of action, losses, damages,

UPS Temporary Package Storage Facility Agreement 2020

1 of 4

Providing a safe, vibrant, affordable and diverse community in which all generations may enjoy a secure quality of life.

Attachment: UPS Holiday Storage Units Annual Agreement - Oct. 2020 (3068 : UPS Temporary Holiday Package Storage Facility Agreement

liabilities, costs, expenses, and court costs, including, without limitation, interest, penalties, and attorneys' fees which may accrue by reason of applicant's acts or omissions of negligence, gross negligence or intentional torts, or misconduct of applicant, its officers, directors, agents, employees or contractors arising out of or in connection with the agreement issued.

- 3) Description: The City understands the activities to be undertaken by UPS will include the storage of golf carts and trailers at the location and the storage of packages awaiting delivery. Actual delivery of packages will be done from the site but no customers will come to the site to receive or ship packages. This activity is characterized by its short-term or seasonal nature and by the fact that permanent improvements are not made to the site. This temporary activity involves the placement of a temporary package storage facility in close proximity to residential properties. The temporary package storage facilities shall be constructed and placed in accordance with acceptable commercial standards. Parcels will be placed in the temporary package storage facility daily and delivered to specific properties within the residential zoned areas, Monday through Saturday of each week. This temporary activity shall involve no activities other than the temporary storage of parcels and consequent delivery to specific destinations.
- 4) Temporary Activities:
 - A. No structure of a permanent nature shall be constructed.
 - B. Removal of all temporary structures shall be guaranteed in writing and such structures shall be subsequently removed.
 - C. No structure shall be located in a public right-of-way.
 - D. Adequate stabilized area with a minimum of thirteen feet six inch (13' 6") unobstructed height shall be provided for trailer off-loading of packages. This area shall not block handicapped accessible areas.
 - E. Removal of all signs, trash, or debris from the site and the immediate vicinity, upon termination of the activity shall be guaranteed in writing, and subsequently accomplished.
 - F. A separate temporary package storage authorization shall be required for each lot or parcel to be used as a temporary storage facility.
 - G. No more than two (2) such temporary package storage units authorization shall be issued for the same lot or parcel during a single calendar year.
 - H. **UPS will register the golf carts with the City of Holly Hill Police Department in compliance with the City codes allowing golf carts to drive on City streets and comply with all applicable traffic regulations and shall occur in accordance with the provisions in F. S. 316.2126, paragraphs 3(b) and 3(c).**

- I. Delivery vehicles shall not travel on sidewalks or on private property other than that of a delivery recipient or on the tract or parcel of land for which a Temporary Package Storage Permit has been issued in accordance with this section.
 - J. All delivery vehicles must meet the requirements of Chapter 316, Florida Statutes and must be equipped with head lamps, stop lamps, turn signal lamps, tail lamps, seat belts, rearview mirrors, and horns.
 - K. The rear of all trailers must be equipped with lights or reflectors.
 - L. During delivery, all packages must be properly secured in an enclosed lockable trailer so that they may not be accessed by the public or fall off and create a safety hazard.
 - M. All handcarts must be securely attached to the delivery vehicles.
 - N. The temporary storage facility shall be subject to the minimum setbacks of the zoning district in which it is located.
 - O. The temporary storage facility shall not exceed twenty (20) feet in length and shall be securely placed on the ground and anchored as required by the Building Department.
 - P. To guard against theft, the temporary package storage facility shall remain locked at all times when not in use.
 - Q. Fuel shall not be stored in or near the temporary package storage facility.
- 5) Enforcement: Violations of the provisions of this section and/or the temporary package storage authorization may result in immediate revocation of the agreement. Revocations may be appealed to the City Commission. Additionally, each violation may be enforced through all other applicable enforcement mechanisms available to the City including, but not limited to, the issuance of a citation.
- 6) UPS agrees to pay the City of Holly Hill a fee of \$150.00 per site, per month for a total payment of **\$600.00 payable by January 30, 2021.**

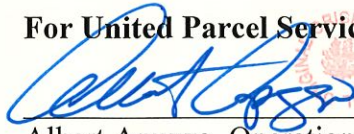
- 7) UPS will provide the City of Holly Hill with evidence of liability insurance coverage for the storage units in the amount of \$1,000,000.00 with the City of Holly Hill named as an additional insured.

For the City of Holly Hill:

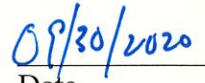
Joseph A. Forte, City Manager

Date

For United Parcel Service, Inc.:



Albert Apuzzo, Operation Supervisor



Date



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

5.8

**City Commission
Agenda Item**

MEETING DATE: October 13, 2020
FROM: Valerie Manning
SUBJECT: Interlocal Agreement with Volusia County for Supplemental
Operational Assistance and Voluntary Cooperation for Animal
Control Services
NUMBER: (ID # 3067)
APPLICANT:
PLANNER:

DISCUSSION:

The purpose and intent of this Interlocal Agreement between Volusia County and the City of Holly Hill is that the County agrees to provide supplemental operational assistance and voluntary cooperation to the City for animal control services relating to specified violations of Florida Statutes, including but not limited to animal cruelty, animal fighting, dangerous dogs, and impoundment of animals found in distress.

Both parties of this agreement will provide primary animal control services within their respective jurisdictions. To ensure the highest level of service possible, the City's animal control services may request supplemental operational assistance from the County's animal control services in the event the City's services are unavailable to address those incidents specified within the agreement attached.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the Interlocal Agreement between the County of Volusia and the City of Holly Hill as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND THE CITY OF HOLLY HILL FOR SUPPLEMENTAL OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION FOR ANIMAL CONTROL SERVICES.

- Interlocal Agreement with County for Animal Control Services (PDF)

Prepared by
Volusia County
123 West Indiana Avenue
DeLand, Florida 32720

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND
THE CITY OF HOLLY HILL FOR SUPPLEMENTAL OPERATIONAL ASSISTANCE
AND VOLUNTARY COOPERATION FOR ANIMAL CONTROL SERVICES**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into on this ____ day of _____, 2020, by and between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida (hereinafter referred to as the “County”), and the CITY OF HOLLY HILL, a municipal corporation of the State of Florida (hereinafter referred to as the “City”), each one consisting a public agency as defined in Part I of Chapter 163, Florida Statutes (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WITNESSETH:

WHEREAS, the Parties presently maintain and operate animal control services;

WHEREAS, the Parties are so located in relation to each other that it is to the advantage of each to receive and extend supplemental operational assistance and voluntary cooperation in the form of animal control services and resources to adequately respond to intensive situations, including but not limited to, the seizure of animals; criminal investigations involving animals; and declared disasters requiring pet sheltering;

WHEREAS, the Parties to this Agreement are authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as set forth in Section 163.01, *et seq.*, Florida Statutes, to make efficient use of their respective powers, resources, authority, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein in a manner that will best utilize existing resources, powers, and authority available to each of them; and

WHEREAS, the Parties desire to cooperate in animal control services which permit voluntary cooperation and assistance between the Parties for the purposes set forth herein; provide for rendering assistance in emergency situations and providing assistance for the purposes of animal search and rescue as well as pet sheltering during declared disasters.

NOW, THEREFORE, incorporating the above recitals as if stated herein, it is agreed by and between the parties that each of the parties shall assist the other pursuant to the following stipulations, provisions, and conditions:

1. **Purpose and Intent.** The County agrees to provide supplemental operational assistance and voluntary cooperation to the City for animal control services relating to specified violations of Florida Statutes, including but not limited to animal cruelty, animal fighting, dangerous dogs, and impoundment of animals found in distress.

2. **Provisions for Supplemental Operational Assistance.** The Parties' will provide primary animal control services within their respective jurisdictions. To ensure the highest level of service possible, the City's animal control services may request supplemental operational assistance from the County's animal control services in the event the City's services are unavailable to address those incidents specified herein.
3. **Incidents Eligible for Supplemental Operational Assistance.** The County will provide supplemental operational assistance to the City in response to the following:
 - A. Situations and incidents which may result in the seizure of animals pursuant to Sections 767.12 through 767.136, and Section 828.073, Florida Statutes.
 - B. Criminal investigations involving animals pursuant to Sections 828.12 through 828.13, and Section 828.29, Florida Statutes.
 - C. Animal search and rescue and pet sheltering during a declared local state of emergency.
 - D. Spay/neuter services, vaccinations, and licensing for animals brought by the City's animal control services, or residents of the City who qualify for eligibility under the County's low-cost pet spaying and neutering program. The County shall establish a fee schedule for those spay/neuter services that are charged to the City that is approved by the County Council. These fees shall be charged directly to the City and payable upon receipt of the service. The County reserves the right to adjust fees as necessary.
4. **Procedure for Requesting Supplemental Operational Assistance.** In the event that the City needs assistance as set forth above, an authorized representative shall notify the County Animal Control Services Director, or designee. The County's Animal Control Services shall: (a) evaluate the situation and the request; (b) evaluate its available resources; (c) consult with supervisors as necessary; and (d) respond to the City in an appropriate manner. The County Animal Control Services may determine who is authorized to lend assistance in its jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority to grant supplemental operational assistance may be made verbally or in writing as the particular situation dictates.
5. **Command and Supervisory Responsibility.** In the event County Animal Control Services provides supplemental operational assistance to the City Animal Control Services, the County Animal Control Services will establish incident command and manage the incident in accordance with established procedures until mitigation of the incident or relieved by an officer having authority within the jurisdiction where the incident occurred.
6. **Duties and Level of Service.**
 - A. No department, officer, or employee of the Parties shall perform any function or service not within the scope of the duties of such department, officer or employee in its respective primary jurisdiction.
 - B. The rendition of service, standards of performance, discipline of officers and employees, and all other matters incident to the performance of services by command personnel and the command and control of their personnel and equipment shall remain with each Party.

- C. Disputes or disagreements as to the level of service and/or standards of performance shall be reported by the complaining party to the animal control services director, or designee, of the Party provided the service or took the action from which the complaint arose.
 - D. For the purposes of responding to disputes or disagreements regarding the level of services or the standards of performance required hereunder, the decision of the animal control services director of each Party, as set forth in writing, shall be final and conclusive with respect to the agency represented, subject to the conflict resolution procedures provided in Paragraph 8 herein.
 - E. Animal related incidents not listed in Paragraph 3 above, shall be handled by the respective jurisdiction.
7. **Employee Status.** Persons employed by a Party in the performance of services and functions pursuant to this Agreement shall have no claim on the other Party for pension, workers' compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to the officers and employees of the other Party.
8. **Liabilities and Responsibility of Parties.**
- A. Nothing in this Agreement shall be interpreted, construed, or deemed to cause either Party to assume any liability for the acts or omissions of the officers, employees or any other personnel of any other Party in contravention of the statutory prohibitions contained in Section 768.28(19), Florida Statutes.
 - B. Nothing in this Agreement shall be deemed to be a waiver of, or to otherwise affect any of the privileges or immunities from liability, exemptions from laws, ordinances or rules, or any of the pension, disability, workers' compensation or other benefits which each of the Parties and their respective officers, employees and other personnel enjoy by operation of law, contract or otherwise.
 - C. Except as herein otherwise provided, all liability for injury or death to personnel, and for loss of or damage to equipment, shall be borne by the Party employing such personnel or owning such equipment, and all Parties shall carry sufficient insurance, or shall otherwise be sufficiently self-insured to cover all such liabilities and damages for themselves.
 - D. The County and the City agree to share both unique and common emergency response resources for the purpose of providing expeditious and effective emergency service delivery to County and City citizens alike. Because the services provided by both the County and City are reciprocal in nature, each Party shall bear the costs of providing such services and neither Party shall owe any monetary payments or reimbursements to the other for personnel, equipment, or fuel or other expendable supplies provided pursuant to this Agreement.
 - E. Regardless of anything set forth in any other part of this Agreement, each Party expressly retains all rights, benefits and immunities of the doctrine of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either Party beyond any statutorily limited waiver of immunity or those limits of liability which have been or may be adopted by the Florida Legislature. Furthermore, the cap on the amount and liability of either Party for damages, losses, attorney's fees and costs,

regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this section or this Agreement shall be interpreted to inure to the benefit of any third party for the purpose of allowing any claim against either Party, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

- F. Neither Party is authorized or empowered to act as agent for the other for any purpose and will not on behalf of the other enter into any agreement, contract, warranty, or representation as to any matter. Neither will be bound by the acts or conduct of the other, nor be bound to any obligations of the other in any other agreement entered into by the other.
9. **Conflict Resolution.** If the parties to this Agreement fail to resolve any conflicts related to issues covered in this document, such dispute shall be resolved in accordance with governmental conflict resolution procedures specified in the Florida Governmental Conflict Resolution Act, Section 164.101, *et. seq.*, Florida Statutes. All disputes shall be governed by the laws of Florida and venue of any dispute shall be in Volusia County. In the event of any litigation or dispute between the parties arising out of this Agreement, each party will bear its own attorneys' fees and costs.
 10. **Effective Date and Termination.** This Agreement shall become effective on the date executed by the last of the parties hereto and shall continue for five (5) years thereafter. This Agreement shall automatically renew for one (1) additional five (5) year period. Any party may terminate this Agreement prior to its stated expiration date by giving the other party at least one hundred eighty (180) days advance written notice.
 11. **Notices.** All notices required by this Agreement, or any notice sent pursuant to this Agreement, shall be sent by Certified United States Mail, Return Receipt Requested, to the animal control services director for the respective party, except that a notice of cancellation pursuant to Paragraph 10 shall also be delivered by Certified United States Mail, Return Receipt Requested, to the respective City or County Manager of the Parties.
 12. **Severability.** If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect.
 13. **Entire Agreement.** This Agreement, including exhibits attached hereto, embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter hereof.
 14. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties or the other.
 15. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.
 16. **Authorization.** Pursuant to this Agreement, each party hereby authorizes the other party to perform the duties and services required herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates as shown below.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates as shown below.

ATTEST:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

Ed Kelley
County Chair

Dated: _____

ATTEST:

CITY OF HOLLY HILL

JOSEPH FORTE
City Manager

CHRIS VIA
Mayor

Dated: _____



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

5.9

MEETING DATE: October 13, 2020
FROM: Stella Gurnee
SUBJECT: Correct Scrivener Errors in Adopted Fee Schedule as Set by
Resolution 2020-R-39
NUMBER: (ID # 3064)
APPLICANT:
PLANNER: Joseph A. Forte

Resolution 2020-R-39 was adopted by the City Commission on August 25, 2020 which contained scrivener errors on the sewer inside residential and non-residential 1" meter monthly fee shown on pages 17 and 18 or exhibit A. The rates were shown as:

	FY2019-20 CURRENT	FY2020-21 PROPOSED
Sewer inside city residential 1" meter-monthly	12.01	12.67
Sewer inside city non-residential 1" meter-monthly	15.01	15.84

The rates should have been:

	FY2019-20 CURRENT	FY2020-21 PROPOSED
Sewer inside city residential 1" meter-monthly	20.01	21.11
Sewer inside city non-residential 1" meter-monthly	25.01	26.39

Exhibit "A" shows the corrected rates.

The staff believes this is a scrivener error that should be correct in the fee schedule but prefers the City Commission be aware the schedule is being changed accordingly.

- ExhibitA - FEE Schedule FY2020-2021 corrected (PDF)

Exhibit A

Corrected-Adopted by Commission on August 25, 2020
 City Wide Fee Schedule - Effective October 1, 2020

FEE TYPE	FY2019-20 CURRENT	FY2020-21 PROPOSED	CHANGE
SEWER			
SEWER FIXED MONTHLY CHARGES			
SEWER INSIDE CITY RESIDENTIAL 1" METER-MONTHLY	20.01	21.11	1.10
SEWER OUTSIDE CITY NON-RESIDENTAL 1" METER-MONTHLY	25.01	26.39	1.38

Attachment: ExhibitA - FEE Schedule FY2020-2021 corrected (3064 : Correct Scrivener Errors in Adopted Fee Schedule)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

6.1

MEETING DATE: October 13, 2020
FROM: Valerie Manning
SUBJECT: Team Volusia - Economic Development Agreement FY2020-2021
NUMBER: (ID # 3065)
APPLICANT:
PLANNER:

DISCUSSION:

This is an Economic Development Agreement for FY2020-2021 with Team Volusia. This agreement mirrors the program requirements of the 2017-2018 agreement.

FISCAL ANALYSIS:

This agreement is contingent upon the approval of the FY2020-21 budget appropriation.

STAFF RECOMMENDATION:

Approve the FY2020-2021 agreement with Team Volusia.

COMMISSION GOAL:

N/A

MOTION:

Approve as submitted by staff.

- Team Volusia Economic Development Corp. Agreement - FY 2019-2020 (PDF)
- Team Volusia - Holly Hill 2020-2021 Cooperative Agreement - NOT SIGNED (PDF)
- Team Volusia - PowerPoint Presentation - Holly Hill City Commission 10.13.20 (PDF)

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of September, 2019 by and between the City of Holly Hill, a Florida municipal corporation, hereinafter referred to as "City", and the "Team Volusia Economic Development Corporation" a Florida non-profit corporation, hereinafter TVEDC.

WHEREAS, the TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through the TVEDC; and

WHEREAS, the City Commission of the City of Holly Hill has as agreed to appropriate the amount of Five Thousand Nine Hundred Seventy-Nine Dollars (\$5,979.00) at .50 cents per capita, in the budget for the fiscal year 2019–2020 to support economic development activities, and such sum qualifies the City for a seat on the TVEDC Executive Committee.

WHEREAS, the City of Holly Hill desires to contract with the TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and the TVEDC hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well being of the citizens of the City. To this end, the City desires to contract with the TVEDC in order to provide for implementation of the economic development program and to ensure accountability for the use of public funds.
2. **Program Funding.** The City shall pay to the TVEDC the sum of Five Thousand Nine Hundred Seventy-Nine Dollars (\$5,979.00), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual, two (2) semi-annual or four (4) quarterly payments that total the agreed amount beginning on October 1, 2019. The TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic development purposes. The TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. The City will receive quarterly reports which detail the activities of the TVEDC including the most recent monthly financial statement and the percentage of public verses private funds.

3. **Program Requirements.** The TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City of Holly Hill and to foster expansion of existing businesses within the City of Holly Hill; pursuant to TVEDC's Program of Work approved by TVEDC Board of Directors.
4. **Report of Operations.** Upon request, the TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.
5. **Future Appropriations.** Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.
6. **Term of Agreement.** This agreement shall commence on October 1, 2019 and shall continue in force for a one-year period ending September 30, 2020. In addition, this agreement may be terminated upon any of the following events;
 - a. Written notice of termination of the Agreement by either party with or without cause.
 - b. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.
7. **Notices.** Notices required under this Agreement shall be sent by email, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

City: City Manager
 City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, FL 32117

TVEDC: Keith Norden
 President & CEO
 Team Volusia EDC
 One Daytona Blvd, Suite 240
 Daytona Beach, FL 32114

8. **Indemnification.** The TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the grossly negligent or malicious performance of its operations under this Agreement.
9. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 10th day of September, 2019.

City of Holly Hill, a Florida municipal corporation

By:

[Signature]
City of Holly Hill, Mayor

Date:

9/9/19

Attest:

[Signature]
City of Holly Hill – City Manager

Date:

9-10-2019

Attest:

[Signature]
City of Hill, City Clerk

Date:

9/10/19

Team Volusia Economic Development Corporation, a Florida non-profit corporation

By:

[Signature]

Date:

8/26/2019

Title:

President + CEO

Attest:

[Signature]

Date:

8/26/2019

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2020 by and between the City of Holly Hill, a Florida municipal corporation, hereinafter referred to as “City”, and Team Volusia Economic Development Corporation, a Florida non-profit corporation, hereinafter “TVEDC”.

WHEREAS, TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through TVEDC; and

WHEREAS, the City Commission of the City of Holly Hill has agreed to appropriate the amount of **Six Thousand Seventy-Six Dollars and .50 cents (\$6,076.50)** in the budget for the fiscal year 2020-2021 to support economic development activities.

WHEREAS, the City desires to contract with TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and TVEDC hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well-being of the citizens of the City. To this end, the City desires to contract with TVEDC in order to provide for implementation of the economic and business development program and to ensure accountability for the use of public funds.
2. **Program Funding.** The City shall pay to TVEDC the sum of *Six Thousand Seventy-Six Dollars and .50 cents (\$6,076.50)* (“*City Funding*”), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual payment equal to the City Funding on or before October 15, 2020. The City will receive quarterly reports which details the activities of TVEDC including the revenues and expenses for the period. The City shall contact TVEDC in writing when future funding for TVEDC is discussed at a public meeting.

3. **Program Requirements.** TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City; to foster expansion of existing businesses within the City; and to forestall the relocation of businesses located in the City to a location outside of the City. It is the desire of the parties that businesses within Volusia County provide stable and rewarding employment for local citizens and that businesses respect the environment, appearance, and well-being of the City. TVEDC shall engage in good faith efforts to foster the goals of diversity and equitable minority participation in its economic development outreach, planning and programming actions. TVEDC shall pursue the goal of full economic participation in actions supportive of the ethnic and racial diversity of the City's community. TVEDC shall disregard boundaries within Volusia County in its program and shall make all reasonable efforts to work with all sectors of local government and the Chamber Alliance, who shall be composed of the executives of several area Chambers of Commerce, in the implementation of its program. TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic and business development purposes. TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. TVEDC shall also provide promotional materials and statistical studies to the City related to economic development.

4. **Promotional Efforts.** TVEDC also agrees to create and update a redevelopment/economic development website located within the City's website, to be approved by the City and will relate to TVEDC, County of Volusia and the City. In addition, it is hereby agreed that TVEDC in its promotional materials will specifically include positive aspects of the City and, upon request, will provide prospective businesses and industry outside the City limits and existing businesses and industry inside the City limits with the latest statistics on the City's growth and desirable features as a place to locate and expand. The City agrees to provide TVEDC with access to whatever information it has available to accomplish this task. Consistent with the purposes set forth in Paragraph 1 above, TVEDC will promote the City's special districts and all other industrial/commercial sites located in the City.

5. **Fiscal Impact Analysis.** TVEDC will provide professional advice on proposed industrial/commercial sites located in the City and any other future areas deemed important by the City. When staff member of TVEDC is serving a dual role in a prospect's negotiations, that dual role shall be disclosed to the City. For purposes of this Agreement, "dual role" means that such staff member is being compensated separately by the prospect. As part of its scope of services, TVEDC shall perform, at the City's request, a fiscal impact analysis of its recommendation; such analysis shall include but not be limited to:
 - Present cost of direct out-of-pocket City and County incentives, if any
 - Cost of tax revenues forgone, if any, plus interest
 - The amount of other tax revenue streams to be collected by the City
 - An estimate of any economic multipliers to be derived based upon a company's local purchases, etc.
 - An estimate of the break-even year

6. **Economic Development Intent.** It is clearly intended for TVEDC to primarily focus all of its effort on job creation and economic development. TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of TVEDC Committees as needed and required. TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.
7. **Report of Operations.** Upon request, TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.
8. **Future Funding.** Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.
9. **Term of Agreement.** This Agreement shall commence on October 1, 2020 and shall continue in force for a one-year period ending September 30, 2021. In addition, this Agreement may be terminated upon any of the following events;
 - a. Written notice by TVEDC to the City terminating the Agreement with or without cause.
 - b. Written notice by either party to the other party of termination of the Agreement for failure or breach of the other party to perform its obligations hereunder.
 - c. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

Because TVEDC is reasonably likely to have made financial commitments based upon the City Funding received, the effective date of any termination of this Agreement contemplated herein shall be effective thirty (30) calendar days after receipt by the non-terminating party ("Termination Effective Date"). Unless otherwise agreed by the City and TVEDC, upon termination of this Agreement by the City or by TVEDC prior to the end of the Term, TVEDC will reimburse to the City one quarter (1/4th) of the City Funding for each full calendar quarter of the Term remaining from the Termination Effective Date through the end of the Term, with payment being made within ten (10) business days after the Termination Effective Date.

10. **Notices.** Notices required under this Agreement shall be sent by U. S. Mail, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

City: City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

TVEDC: Keith A. Norden, CECD
President and CEO
Team Volusia Economic Development Corporation

One Daytona Blvd., Suite 240
Daytona Beach, FL 32114

11. **Indemnification.** TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.
12. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____ 2020.

CITY OF HOLLY HILL a Florida Municipal Corporation.

By:	_____	Date: _____
	City of Holly Hill, Mayor	
Attest:	_____	Date: _____
	City of Holly Hill, City Manager	
Attest:	_____	Date: _____
	City of Holly Hill, City Clerk	

Team Volusia Economic Development Corporation, Inc., a Florida not-for-profit corporation

By:	_____	Date: _____
Title:	_____	
Attest:	_____	Date: _____



City of Holly Hill City Council Meeting



TEAMVOLUSIA
GREATER DAYTONA REGION
ECONOMIC DEVELOPMENT CORPORATION



September 16, 2020

Packet Pg. 413

Who We Are

Leveraging Resources



- Serves as the official P3 (Public/Private Partnership) EDO for Volusia County focused on business recruitment
- Incorporated in 2010 as a 501c6
- Represents Volusia County and 16 Cities



The Local Team

13 Cities

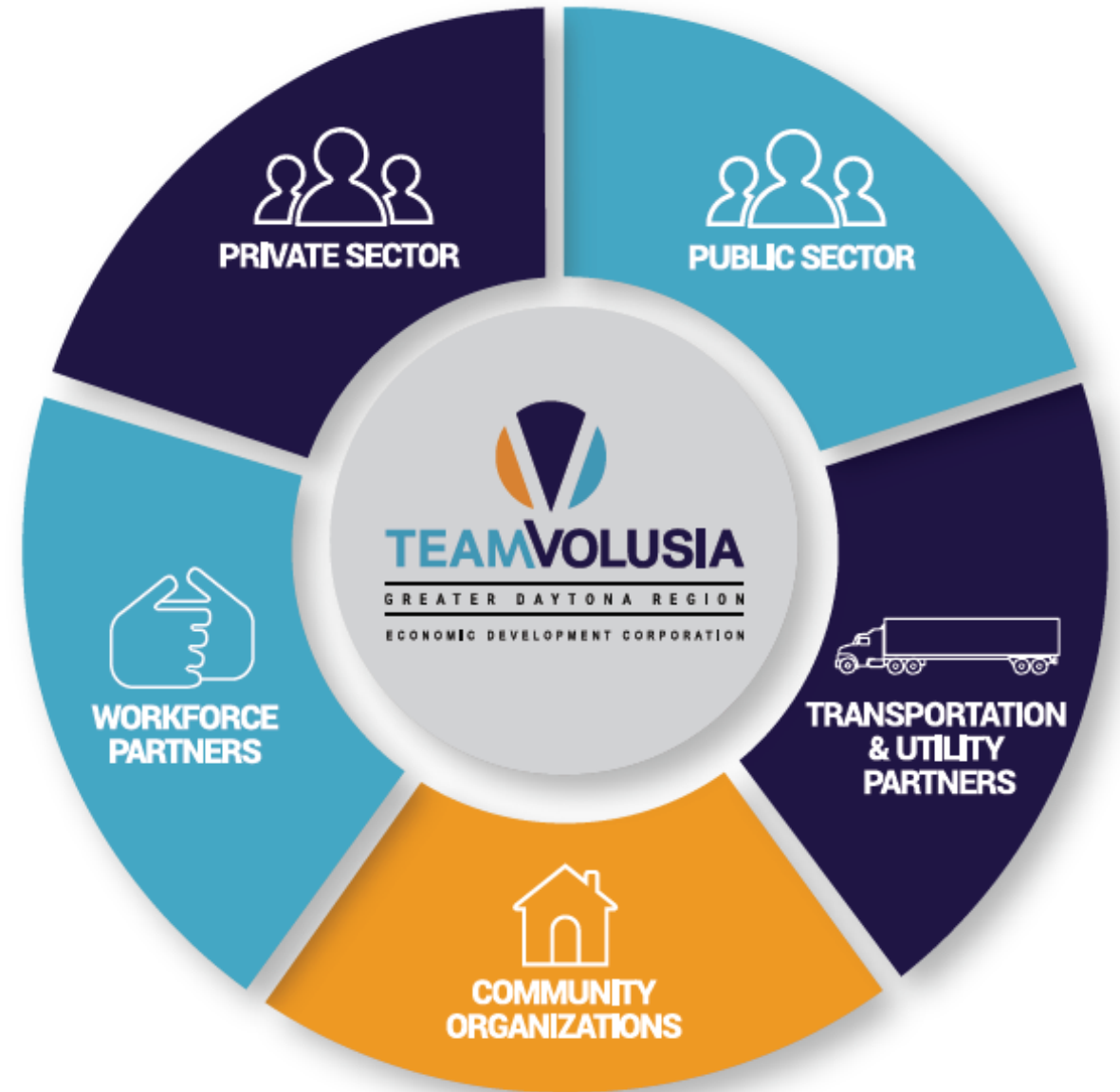
6 Colleges/Universities

Multiple Utilities

Non-Profit/Government Partners

80 Private Sector Partners

Approx. 100 Investors





Team Volusia EDC's Private Sector Investors

Staff

6.1.c



Keith Norden, CEcD
President and CEO



Debbie Robbins
Office Administration



Chris Wimsatt, CEcD
**VP, Business
Development**



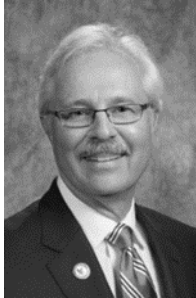
Heather Shubirg
EVP



Jen Boggs
Bookkeeper

2020 TEAM VOLUSIA OFFICERS

CHAIR



Charles Duva, M.D.
DuvaSawko

VICE CHAIR



Jordan Jiloty
NASCAR

SECRETARY

Pending
Election of
2021 Officers

TREASURER



John Olivari, CPA
Olivari & Associates

IMMEDIATE PAST CHAIR



Dwight DuRant, PE
Zev Cohen & Associates Inc.

PAST CHAIR



Lisa Ford Williams
Ford Properties

LEGAL COUNSEL



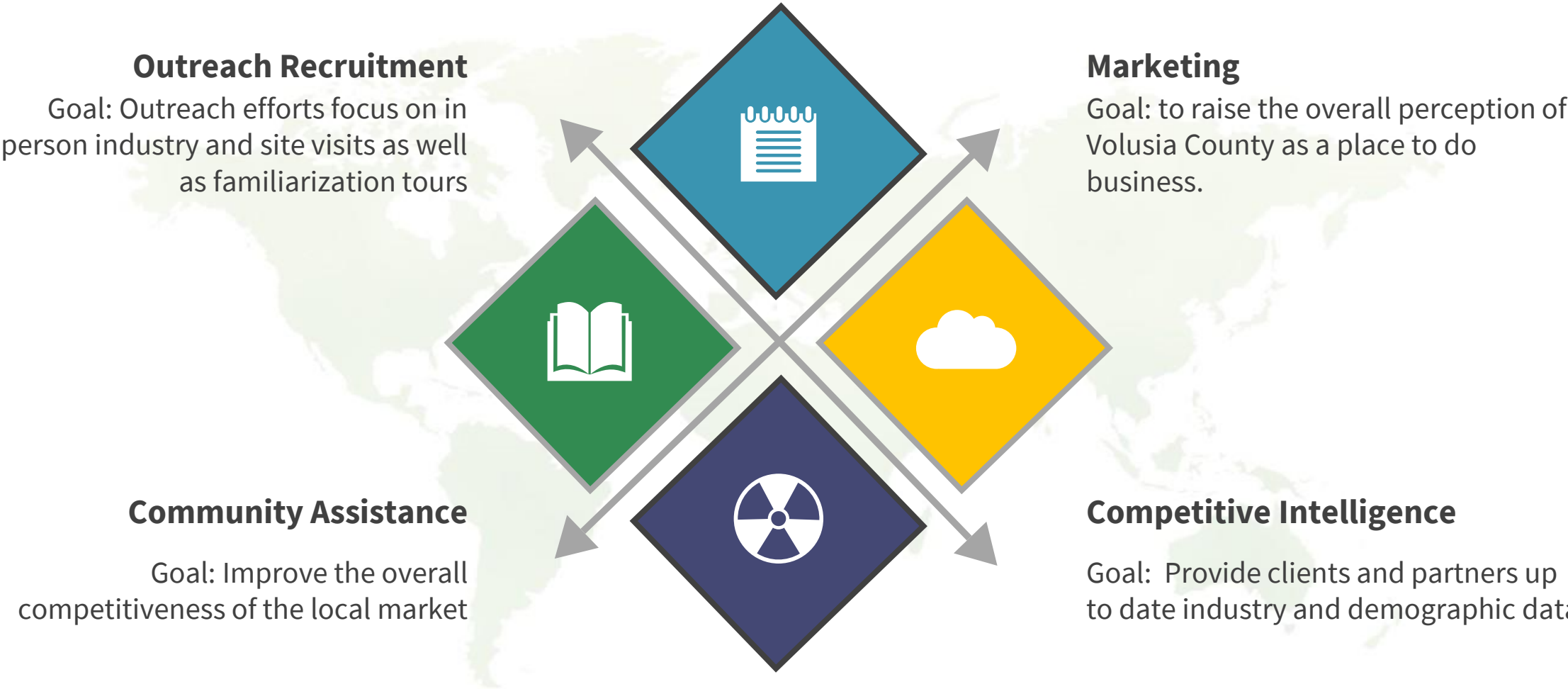
John Ferguson
Cobb Cole PA

COUNTY MANAGER



George Recktenwald
Volusia County

2020 Focus Areas



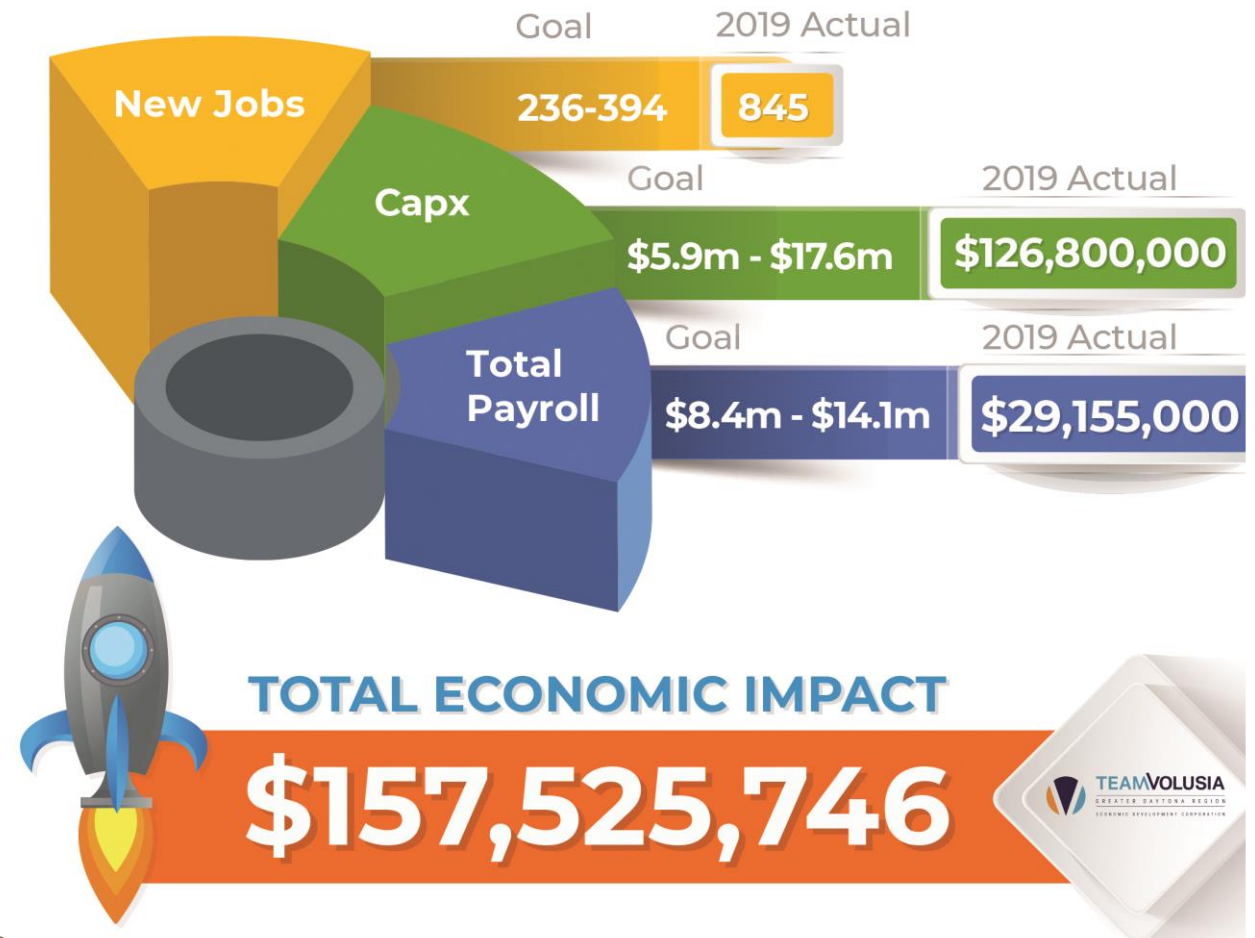


TEAMVOLUSI
GREATER DAYTONA REGIONAL
ECONOMIC DEVELOPMENT CORPORATION

Business Development Metrics

2019 Announcements

FUTURE FOODS
OUMPH! PAOW!



2020 Past Projects Updates

6.1.c



FINISHING MODIFICATION TO DAYTONA FACILITY AND EXPECT TO OPEN IN OCTOBER (DAYTONA BEACH)



OPENED AN OFFICE AT ERAU, MANUFACTURING FACILITY IN NEGOTIATION (DAYTONA BEACH)



FINISHING FACILITY UPDATES FOR AN Q4 OPENING (DEBARY)



CURRENTLY HIRING & OPEN (DELTONA)



FINISHING FACILITY UPDATES FOR AN OCTOBER OPENING (ORMOND BEACH)



Caption: Amazon's celebrates its day one of operations into the Deltona, FL center

5 Year Metrics

		Metrics/Actions	2015 Actuals	2016 Actuals	2017 Actuals	2018 Actuals	2019 Actuals	5 Year Total
ACTIONS		Outreach	28	31	31	28	29	147
		Proposals	30	29	37	34	32	162
		Site Visits	16	58	51	46	25	196
		Marketing Packages	50	71	64	69	65	319
		Pearranged Meetings	40	49	56	62	60	267
RESULTS		Project Wins	4	5	7	3	7	26
		Job Creation	536	275	1,303	135	845	3,094
		Payroll	\$19.3M	\$11.1M	\$46.7M	\$5.1M	\$29.1 M	\$111.3M
		Capital Investment	\$3.6M	\$38.4M	\$55.2M	\$12.1M	\$126.8M	\$236.1M



2020 Activities

Vision 2020 & Proposed 2021

6.1.c

- 1. Complete Strategy for Success Items***
- 2. Focus on Aviation and Aerospace Industry***
- 3. *Onshoring & Manufacturing*****
- 4. Initiate 3-Year Strategy for 2021-2023***

*Approved by Executive Committee as 2020 Strategy for TVEDC

**Pending Approval by Executive Committee and Board

Investor Development Update

01

Added Additional Committee Members



02

Contacted Current Investors



03

Started Planning Investor Events



04

Enhancing Investor Stories



VOLUSIA BUSINESS RESOURCES COVID-19 CENTER

Our Business Partners



Find Help For Your Business

These federal, state, county, local, chambers of commerce and general resources are available to support businesses during the COVID-19 crisis. Learn more about how these programs can assist your business as well as how to access the resources.



Federal Resources

Included below are a portion of the economic relief package of programs and funding resources as part of the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act for small businesses, non-profits and individuals. This section will be updated as new information becomes available.



TEAMVOLUSIA
GREATER DAYTONA REGION
ECONOMIC DEVELOPMENT CORPORATION

Business Development Action Plan Update

6.1.c

Attachment: Team Volusia - PowerPoint Presentation - Holly Hill City Commission 10.13.20

Project Management

Currently TVEDC has over 80 projects in the pipeline and 15 of those are stage 3-4

Revised Outreach Strategy

While 10 events have been completed in 2020 we have to reevaluate the remaining 20 events

Revised Marketing Focus

The new environment reinforces the need to address our approach online in key areas



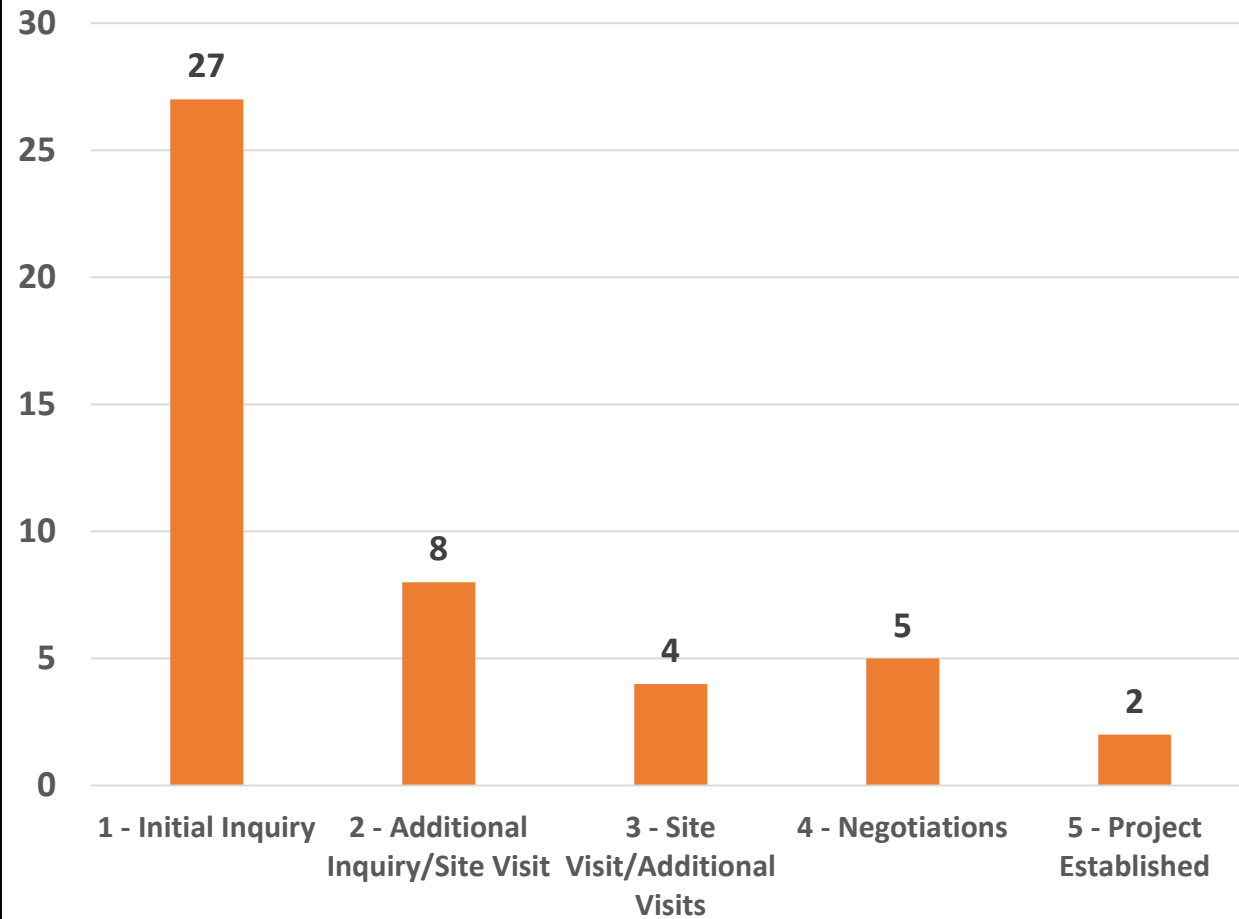
Business Development Infrastructure Improvement

The team has explored a variety of business development tools to improve efficiency and effectiveness

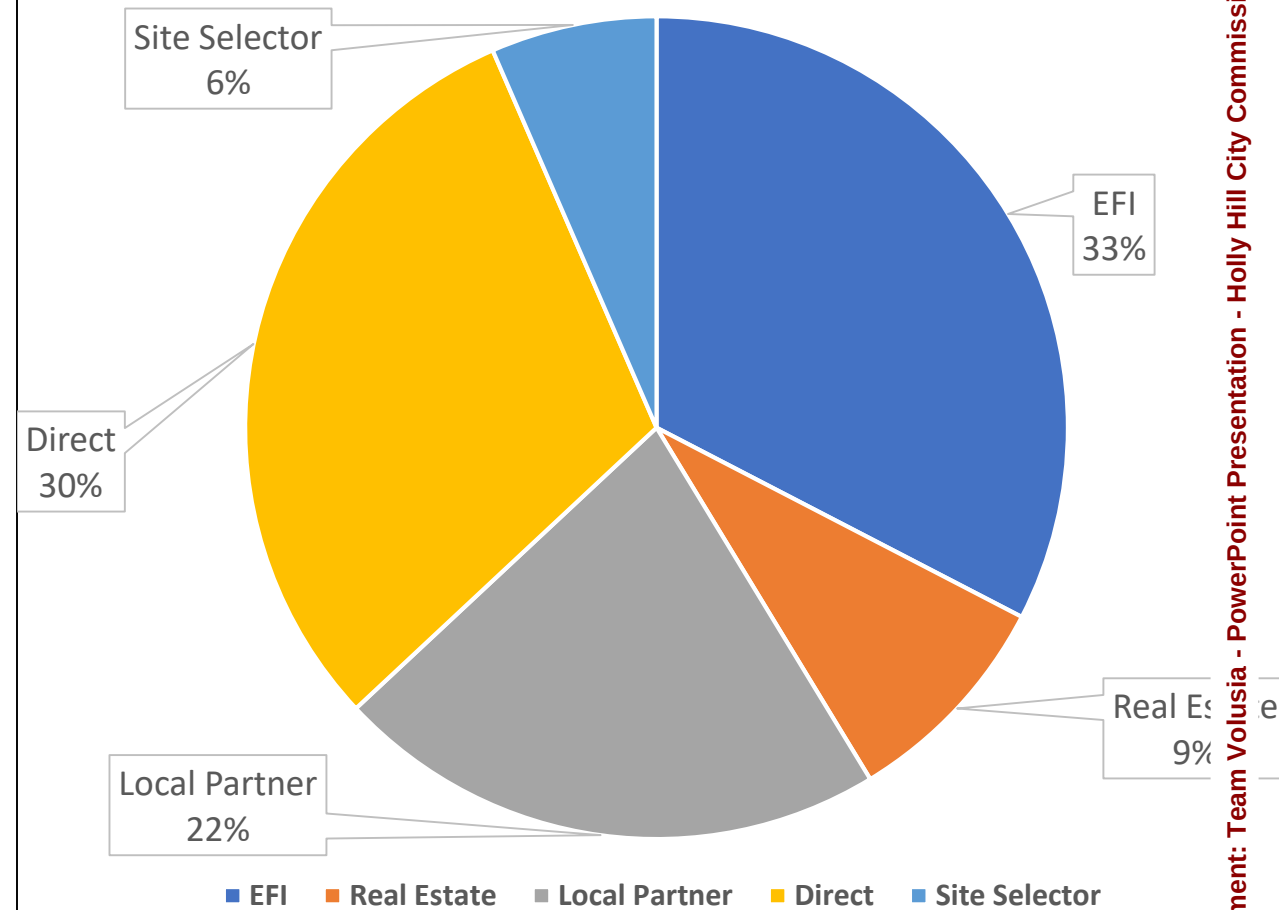
2020 Business Development Projects

6.1.c

Projects by Stage



Projects by Source



Attachment: Team Volusia - PowerPoint Presentation - Holly Hill City Commission 10.13.20

Outreach 2020 Style

While traditional outreach has changed for the remainder of the year Team Volusia has maintained a proactive approach with some of our regional partners. 2 Notable events include:



- August 24-28, 2020
- 5 Day Event Focused on the Manufacturing and Distribution Sectors
- Customized Company Interviews
- 52 Appointments (Chris and Heather)
- Partnership with both FPL and Duke Energy
- 6 NDA's sent to companies interested in learning more about Volusia County
- Many other great contacts made



- September 28-30, 2020
- 2 Day Event Focused on a broad range of sectors
- Customized Company Interviews
- 15 Appointments (Chris and Heather)
- Funded by a Duke Energy Foundation Grant

Revised Marketing Focus

Updated Print Materials

- Industry Brochures
- Proposals
- Property Brochures

Electronic Marketing Updates

- Website
- Newsletters
- E-Mail Campaign
- Social Media

Special Projects

- COVID Website
- Livability Media
- Evolve Publication
- FL Trend
- Trade and Industry

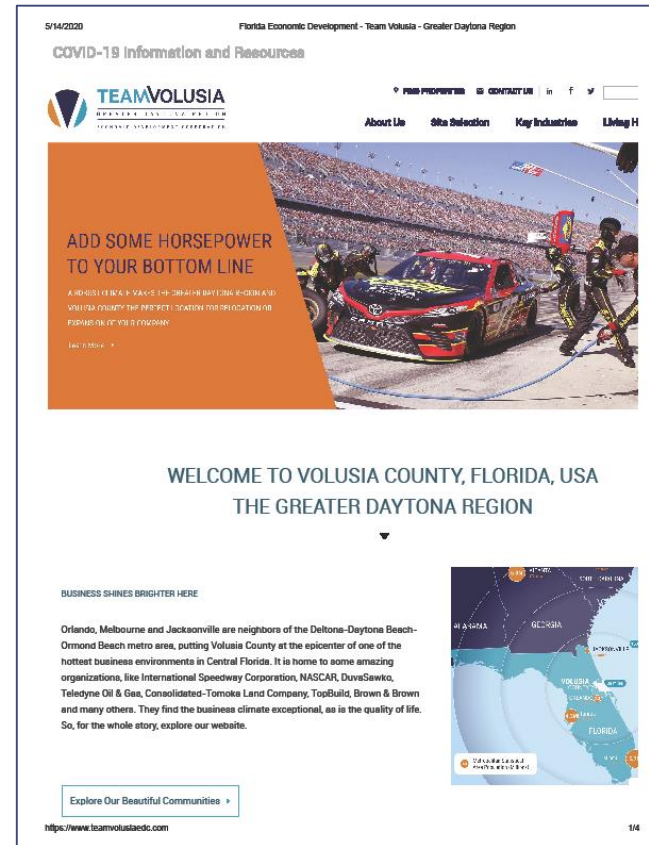
Enhanced Reporting

- Salesforce - In Progress

Marketing Updates



Website Refresh – In Progress

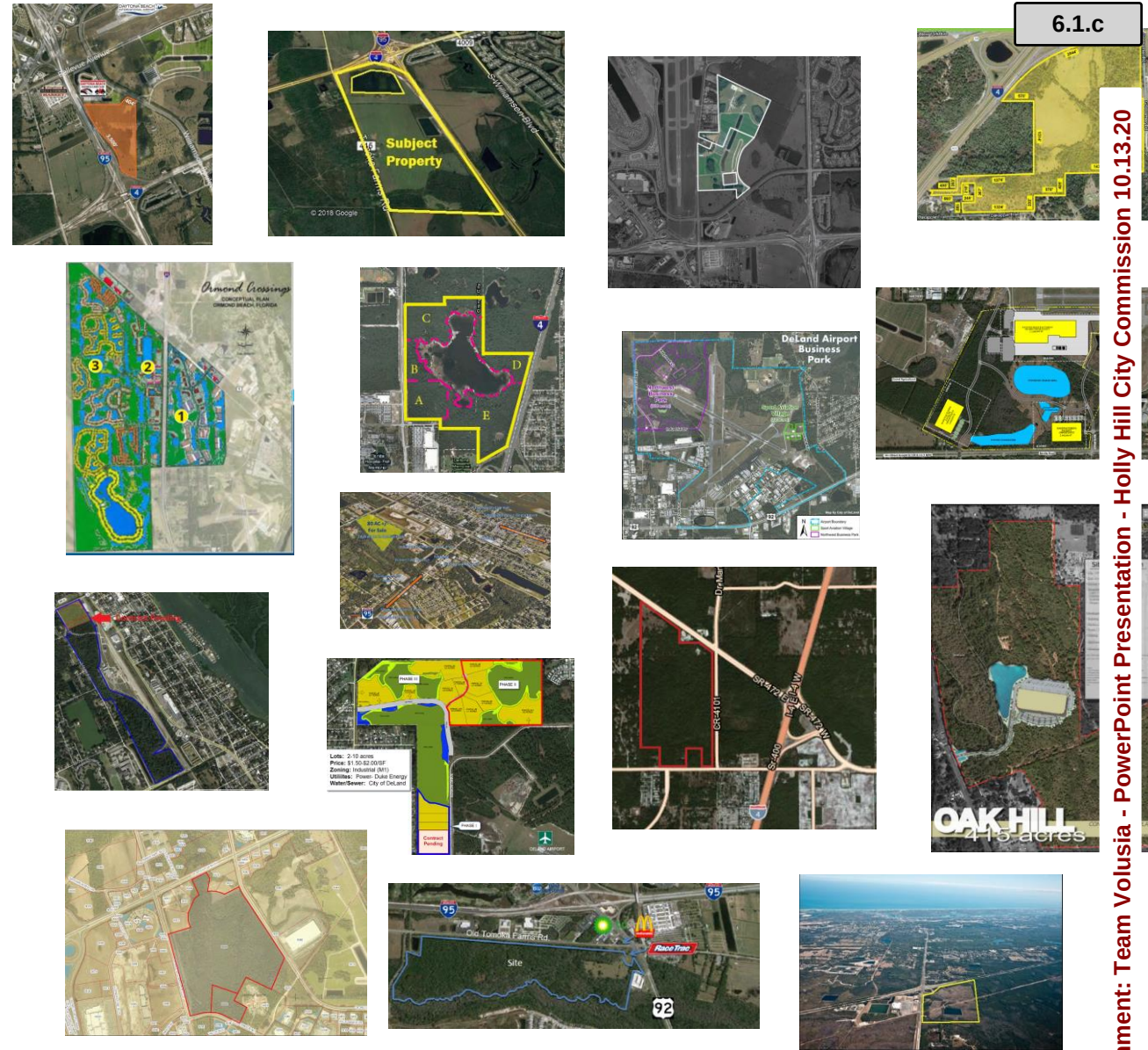


Livability 2020 – In Progress



Site Readiness Program with Quest Site Solutions and Duke Energy Completed in Q1 2020

- Minimum 50 acres
- Industrial plans
 - Zoned industrial or,
 - Desire to change zoning to industrial
 - Properties from East, West, and Southeast parts of the county



DUKE SITE READINESS PROGRAM

PROPOSED TARGET INDUSTRIES



LOGISTICS & DISTRIBUTION

- Continued industry growth & access to Florida
- Lower workforce competition
- Environmental and geotechnical challenges
- Increasing capex & higher skill



PROFESSIONAL SERVICES

- Overall workforce alignment
- Questions on long-term health of office market



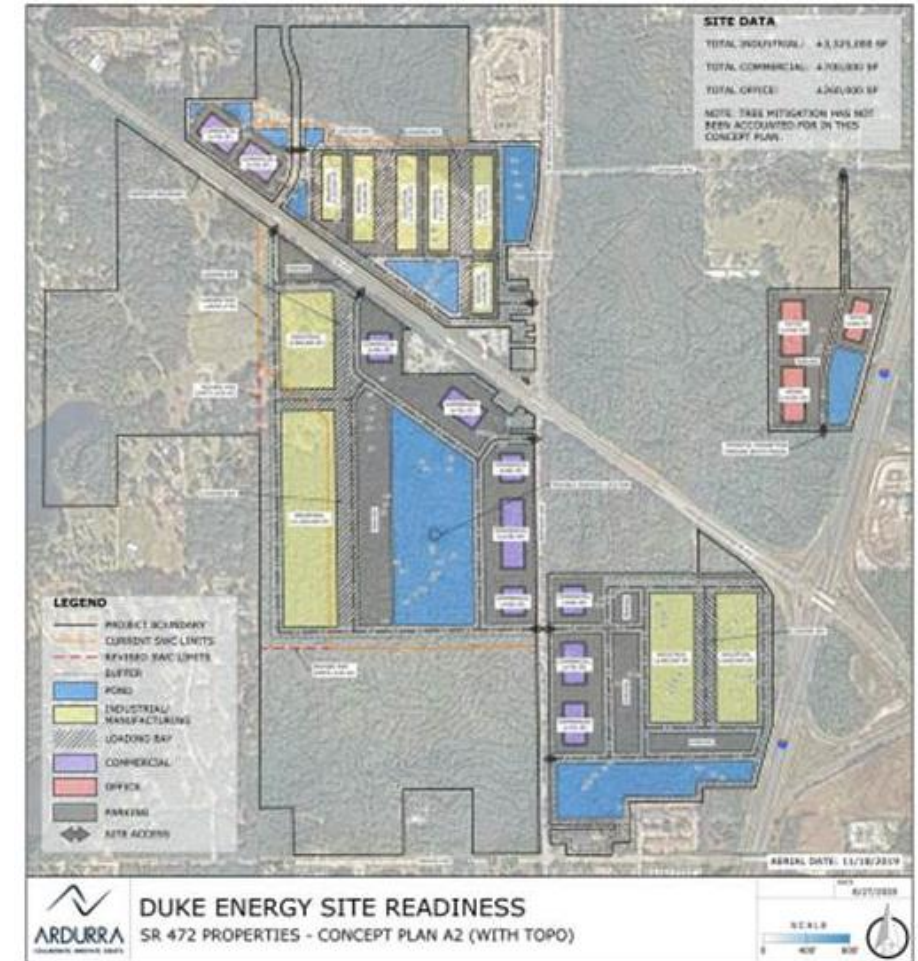
FOOD PRODUCTION

- Significant growth likely to continue long-term -> getting closer to consumers
- Wastewater constraint
- Ensuring strong production workforce



LIGHT, ADVANCED ASSEMBLY

- Long-term opportunities from re-shoring
- Engineering at UCF
- Ensuring strong production workforce



TEAMVOLUSIA
GREATER DAYTONA REGION
ECONOMIC DEVELOPMENT CORPORATION



Community Competitiveness Study



re:Vision
A COMMUNITY PERFORMANCE PROGRAM



VISIONFIRST ADVISORS
STRATEGY | ACTION | RESULTS
A SUBSIDIARY OF BUTLER SNOW LLP

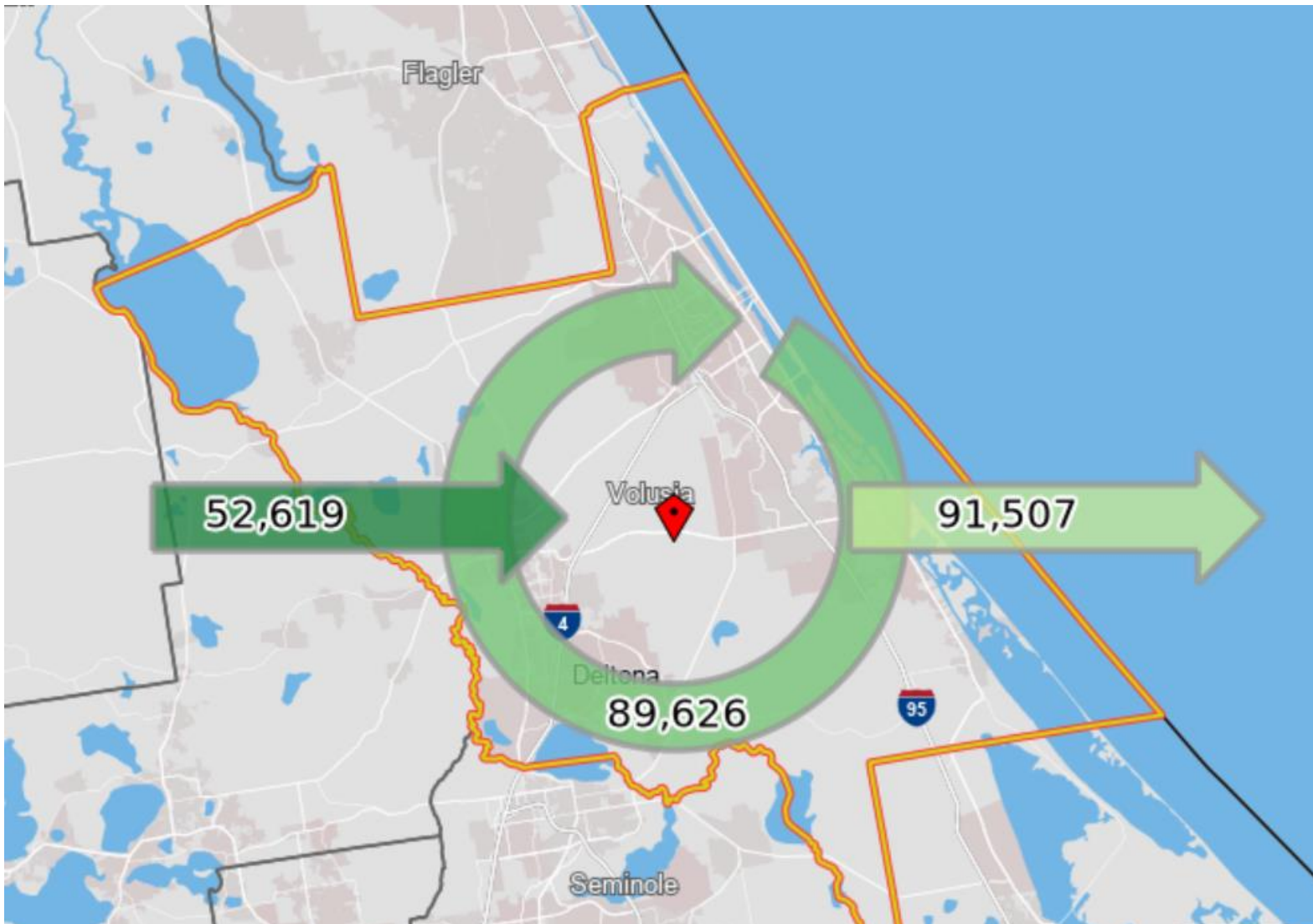
 COMMUNITY GATEWAYS — physically + virtually	 PRODUCT REVIEW — comprehensive: sites, buildings + talent	 COMMUNITY MARKETING & POSITIONING — statistics + marketing	 DEAL STRUCTURING — optimizing opportunities
 DELTA TEAM — a seat at the table	 ORGANIZATIONAL STRUCTURE — maximizing efficiency	 RESOURCES — capacity to compete	 LEADERSHIP — expectations + responsibilities

Site Visit:
September 2-

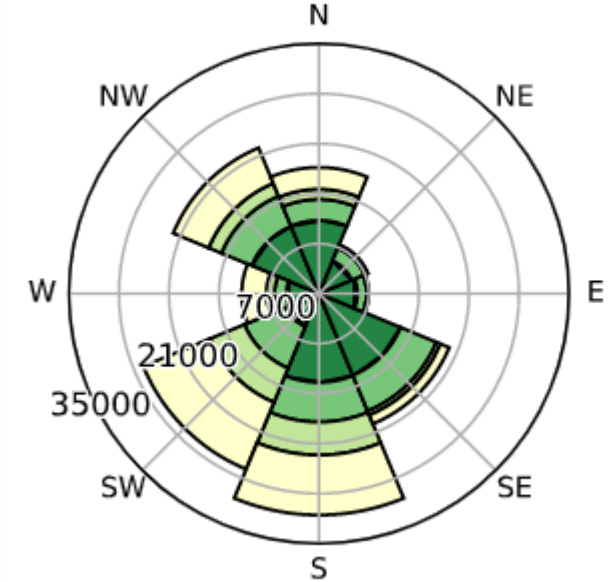
Volusia County vs US: Historical Employment Growth

6.1.c

Attachment: Team Volusia - PowerPoint Presentation - Holly Hill City Commission 10.13.20



Job Counts by Distance/Direction in 2017
All Workers



Jobs by Distance - Work Census Block to Home Census Block

	2017	
	Count	Share
Total Private Primary Jobs	142,245	100%
Less than 10 miles	65,117	45%
10 to 24 miles	29,703	20%
25 to 50 miles	15,500	10.9%
Greater than 50 miles	31,925	22.4%

DEMOGRAPHIC SUMMARY

Holly Hill City, FL

Geography: Place

KEY FACTS

12,996

Population



6,029

Households

45.8

Median Age

\$32,860

Median Disposable Income

EDUCATION

14%

No High School Diploma



40%

High School Graduate



30%

Some College



16%

Bachelor's/Grad/Prof Degree

INCOME



\$37,485

Median Household Income



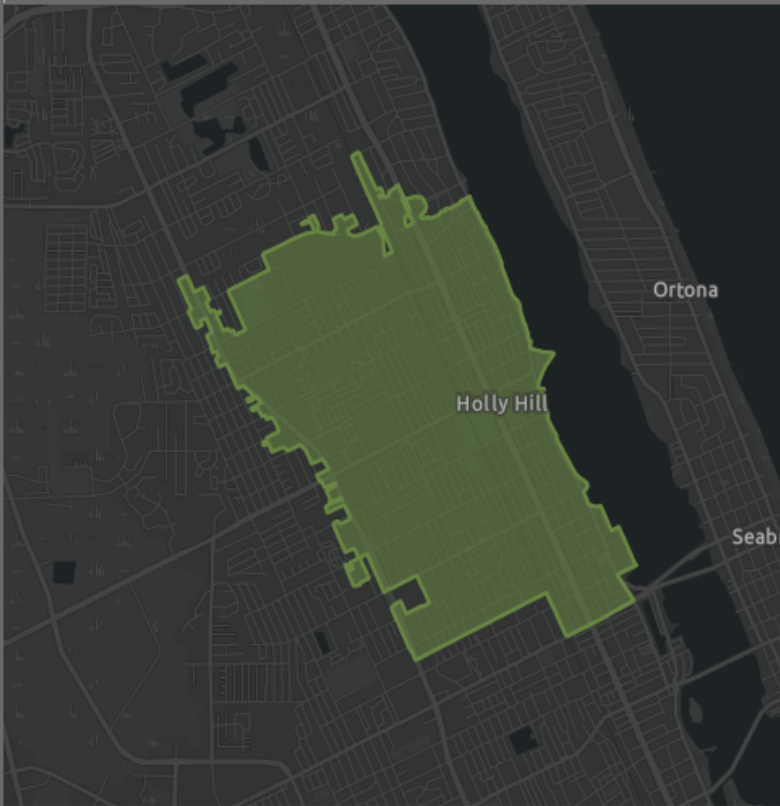
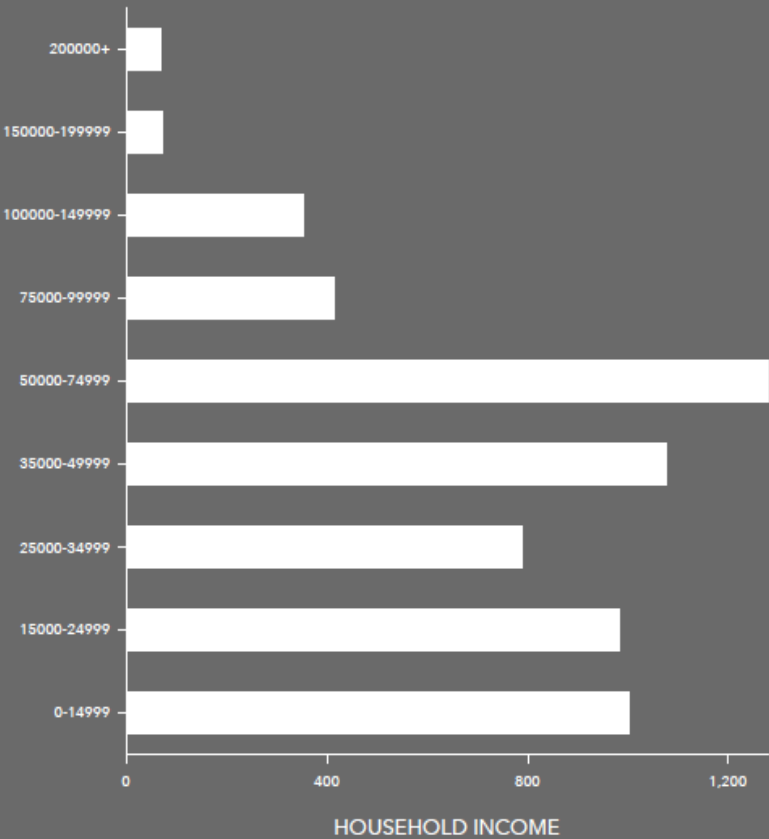
\$22,421

Per Capita Income



\$22,363

Median Net Worth



6.1.c

EMPLOYMENT



44%

White Collar



36%

Blue Collar



20%

Services

9.1%

Unemployment Rate

Thank You + Questions

Connect With Us!

Team Volusia EDC, through tremendous commitment and partnership, works on strategic economic development activities and business recruitment initiatives to Volusia County, Florida. The organization is a valuable part of the economic development delivery system and works in partnership with state and county agencies, municipalities, chambers and other resource partners to achieve county-wide economic development goals for Volusia County. The EDC's program and services are partially funded through contracts with Volusia County and many of the municipalities located within the county. Additional funds are raised from private sector companies and organizations. Today, the organizations continues to grow and help strengthen the economic prosperity for the region.



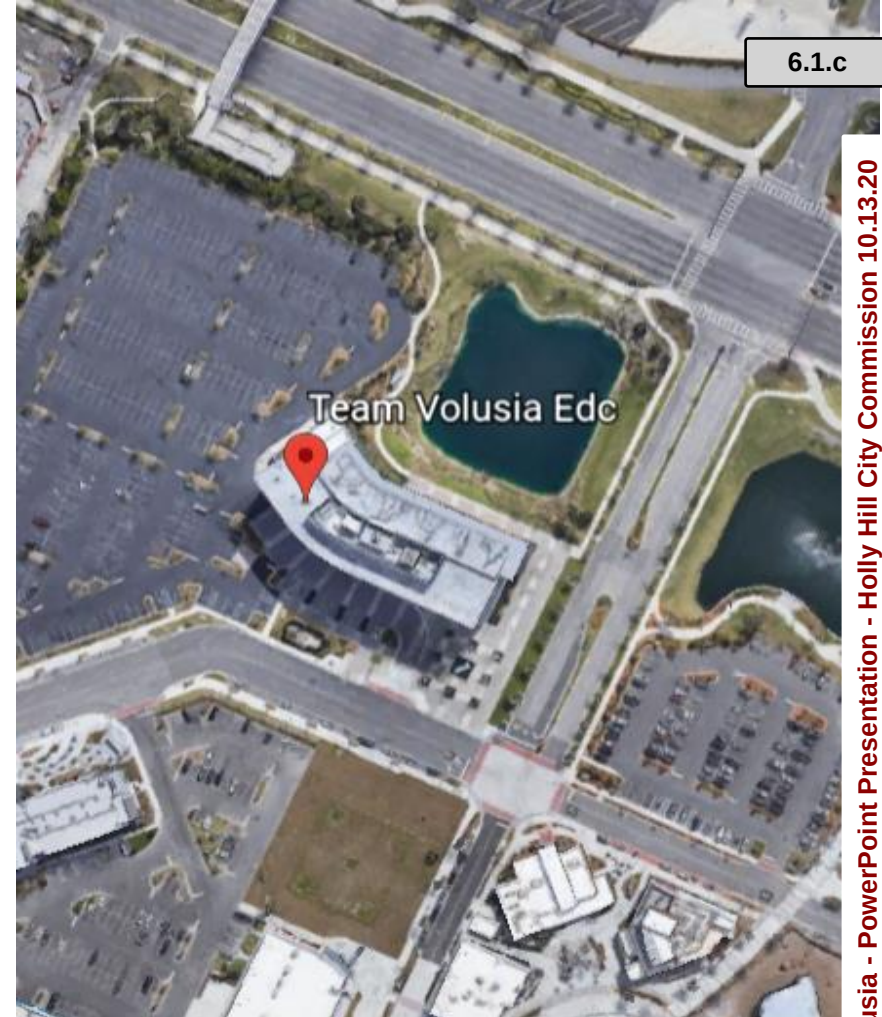
Team Volusia EDC
One Daytona Blvd
Daytona Beach, FL 32114



386 265-6332 (Office)
386-341-6527 (Cell)



www.tvedc.com
cwimsatt@tvedc.com



6.1.c

Attachment: Team Volusia - PowerPoint Presentation - Holly Hill City Commission 10.13.20



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

6.2

MEETING DATE: October 13, 2020
FROM: Joseph Forte
SUBJECT: Tow Service Contract To Reject Any and All Submittals and Direct the Staff to Re-Bid the RFP for Towing Company Agreement Bid Number 2020-PD-01
NUMBER: (ID # 3083)
APPLICANT:
PLANNER:

DISCUSSION:

The Towing Service Agreement provides the City with an exclusive towing service provider that professionally and timely removes inoperable vehicles from roadways, crash sites, and other locations as authorized by City representatives. The service agreement also allows for the towing of City owned vehicles and storage of vehicles seized as evidence in criminal investigations.

The City of Holly Hill announced the Request for Proposals (RFP) for Wrecker Service Agreement, on August 10, 2020, via VendorLink (An online solicitation company used to secure professional services).

There were two (2) Towing Service providers that submitted bids on this contract. The contract that was bid was provided by the city and did not allow individual vendors to vary required service levels or fees charged to patrons.

On August 28, 2020, at 2:00 pm, the sealed bids that had been submitted to the city were opened and documented. Two (2) Towing Service providers submitted bids on the city's proposed contract. (Daytona Wrecker Service and Universal Towing).

On September 1, 2020, at 10:00 am, the Towing Service contract review committee ranked the vendors that submitted bids.

Daytona Wrecker Service was the highest bidder at \$2,500.00 per month for a total of \$90,000.00 for the duration of the 36 month contract, which also allowed for two consecutive 12 month extensions. Daytona Wrecker Service's facilities have been inspected to ensure that they meet the city's required insurances, towing vehicle fleet, vehicle storage capacity, and proximity to the City. Daytona Wrecker Services has met all of the city's contract requirements.

Universal Towing was second at \$1,752.00 per month for a total of \$63,072.00 for the duration of the 36 month contract, which also allows for two 12 month extensions. Universal Towing facilities have been inspected to ensure that they meet the city's required insurances, towing vehicle fleet, vehicle storage capacity, and proximity to the City. Universal Towing has met all

of the city's contract requirements.

Since the City Commission awarded the contract to Daytona Wrecker, the City received an email from Tracy McNamara with Daytona wrecker serve stating the following:

"Hello,

I am in the process of drafting a letter, excusing Daytona Wrecker Service from the towing contract and having it awarded to the next highest bidder. We thought there would be time for negotiations. We were first notified on 09/23/2020 @ 1:53PM that we were high bidder. Having been notified very closed to the commencement date, there was insufficient time to negotiate changes in the contract wording.

Thank You"

Deputy Chief Miller left two messages for Tracy McNamara to provide the letter however, he has been unable to get a response. Since Daytona Wrecker service does not have the authority to direct the City to award the contract to the next highest bidder. Since there is only one remaining bidder the staff believes that the City has not received enough responses due to the way the RFP was advertised, to solicit enough competitive bids to conduct a thorough analysis of the benefit opportunities. Therefore, the City Manager is recommending the City Commission throw out all remaining bids and direct the staff to issue another RFP for these services and to be certain the local towing and wrecker services companies receive a copy of the RFP to solicit a higher response to the bid.

According to the RFP bid document, "**Awards:** The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, groups of items, all or none, or a combination therefore of; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittal's or waive any minor irregularity or technicality in the Submittal's received".

FISCAL ANALYSIS:

This is a revenue generating contract that would provide benefit to the city each year the contract is in effect.

STAFF

RECOMMENDATION:

Staff recommends that City Commission reject any and all Submittal's and direct the staff to re-bid the RFP for Towing Company Agreement bid Number 2020-PD-01.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster

preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

TO REJECT ANY AND ALL SUBMITTAL'S AND DIRECT THE STAFF TO RE-BID THE RFP FOR TOWING COMPANY AGREEMENT BID NUMBER 2020-PD-01 AND REQUIRE THE STAFF TO NOTIFY THE CURRENT VENDOR AND LOCAL VENDORS OF THE RFP TO ACQUIRE ADDITIONAL QUALIFIES RESPONSIVE RESPONSIBLE BIDDERS.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

7.1

MEETING DATE: October 13, 2020
FROM: Brian Walker
SUBJECT: **FOR INFORMATIONAL PURPOSES ONLY: an Ordinance of the City of Holly Hill, Volusia County, Florida Annexing by Voluntary Petition Approximately 9.7 Acres Identified as Parcel Number 4244-01-04-0080 Contiguous to the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.**
NUMBER: 2020-O-3030
APPLICANT: Brian Walker
PLANNER:

NOTE: Staff will be bringing this to the City Commission for informational purposes only. The applicant is making some adjustments to the property boundary. Therefore, staff will be making changes and will request a continuance to the November 10, 2020 meeting.

INTRODUCTION:

This request is to annex approximately 9.7 acres of property on the northeast corner of the intersection of 10th and Vine Streets and that is more specifically known as 1088 10th Street. This application precedes a comprehensive plan amendment (CPA-2020-01) and a Rezone (Z-2020-02).

BACKGROUND:

The parcel is located entirely within unincorporated Volusia County and currently contains a single family home built in 1958. The applicant purchased the property in 1997 and recently submitted a petition for voluntary annexation.

DISCUSSION:

Florida Statutes Section 171.044 presents the requirements for voluntary annexation. The subject property is contiguous to city limits on the east side, and the annexation will result in a city limit that is reasonably compact. Therefore, the request meets the statutory requirements.

This request precedes a request for a comprehensive plan amendment and a Rezone. The proposed comprehensive plan map amendment will request Medium Density Residential (Holly Hill) which is reasonably consistent with the property's current future land use of Urban Medium Intensity (Volusia County). The proposed rezone request will be to R-6 which allows a slightly

higher density per acre (4 additional dupa) than is currently permitted. The property's current zoning is R-5.

Board of Planning and Appeals Recommendation:

At its meeting on September 14, 2020, the Board was split, with 2 voting in favor of, and 2 voting against, the request to recommend annexation of approximately 9.7 acres of property on the northeast corner of the intersection of 10th and Vine Streets, and that is more specifically known as 1088 10th Street.

RECOMMENDATION:

RECOMMEND THE CITY COMMISSION ANNEX APPROXIMATELY 9.7 ACRES OF PROPERTY ON THE NORTHEAST CORNER OF THE INTERSECTION OF 10TH AND VINE STREETS AND THAT IS MORE SPECIFICALLY KNOWN AS 1088 10TH STREET.

ATTACHMENTS:

- Exhibit B - Aerial and Location Maps (PDF)
- Specific Purpose Survey of Property (PDF)
- Completed Application Form (PDF)
- Property Card 1088 10th Street (PDF)
- Proof of Payment for Taxes (PDF)
- Property Deed (PDF)

Ordinance No. 2020-3030

FOR INFORMATIONAL PURPOSES ONLY: AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 9.7 ACRES IDENTIFIED AS PARCEL NUMBER 4244-01-04-0080 CONTIGUOUS TO THE CITY OF HOLLY HILL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 3030

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 9.7 ACRES IDENTIFIED AS PARCEL NUMBER 4244-01-04-0080 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHT-OF-WAY OF 10TH STREET; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Glenn D. Storch of Storch Law Firm, as the agent for the owner of the real property described herein; and

WHEREAS, the agent has filed, pursuant to Florida Statute 171.044, a petition for voluntary annexation of said property as described in Attachment A into the municipal limits of the City of Holly Hill; and

WHEREAS, the City Commission of the City of Holly Hill has determined all of the property which is proposed to be annexed into the City of Holly Hill, is within an unincorporated area of Volusia County, is contiguous to the City of Holly Hill, and is reasonably compact; and

WHEREAS, the map attached hereto as Exhibit “B” shows the property which is proposed to be annexed into the City of Holly Hill; and

WHEREAS, Exhibit “A” is the legal description of the property which is proposed to be annexed into the City of Holly Hill.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission of the City of Holly Hill, based upon the above findings, hereby annexes into the City of Holly Hill by voluntary petition the following described property:

(Tax Parcel Number 4244-01-04-0080 and the adjacent right-of-way of 10TH Street)

LEGAL DESCRIPTION: See Attached Exhibit “A”.

SECTION 2. The City of Holly Hill city boundary is hereby amended to incorporate the above described property.

SECTION 3. That within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court, with the Chief Administrative Officer of Volusia County, and with the Department of State.

SECTION 4. That upon approval on first reading, the City Clerk is hereby directed to publish the Notice of Annexation required by Section 171.044(2), Florida Statutes, at least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Holly Hill.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 6. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 7. That this Ordinance shall become effective immediately upon its adoption.

ATTACHMENT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION - Being that land described and recorded in Official Records Book 4245, Page 2512, Public Records of Volusia County, Florida.

Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida.

Also being described as:

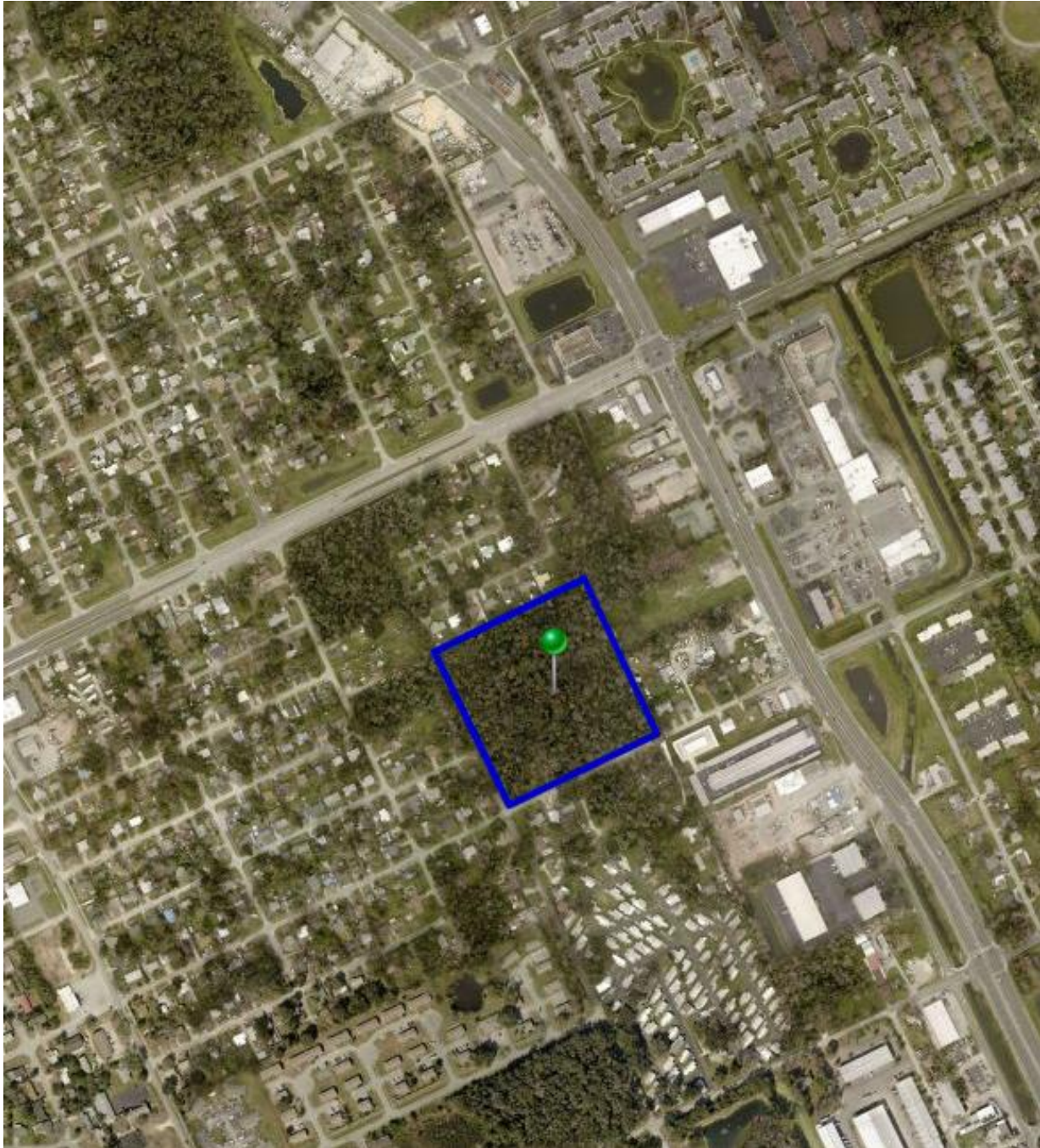
Begin at the Southwesterly corner of Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, said Point of Beginning also being the intersection of the Northerly Right of Way of Tenth Street with the Easterly Right of Way of Vine Street; thence N 19°50'20" W, along the Westerly line of said Lot 8 and the Easterly Right of Way of Vine Street, a distance of 649.86 feet to the Northwesterly corner of said Lot 8; thence N 70°25'27" E along the Northerly line of said Lot 8, also being the Southerly line of WILKERSON REPLAT, as recorded in Map Book 23, Page 112, of the Public Records of Volusia County, Florida, a distance of 650.85 feet to the Northeasterly corner of said Lot 8; thence S 19°52'32" E along the Easterly line of said Lot 8, a distance of 649.03 feet to the Southeasterly corner of said Lot 8 and a point on the aforesaid Tenth Street Right of Way; thence S 70°21'05" W along the Southerly line of said Lot 8 and the Northerly Right of Way of Tenth Street, a distance of 651.26 feet to the Point of Beginning.

Containing 422,819.56 square feet (9.707 ± acres)

AERIAL MAP

1088 10th Street

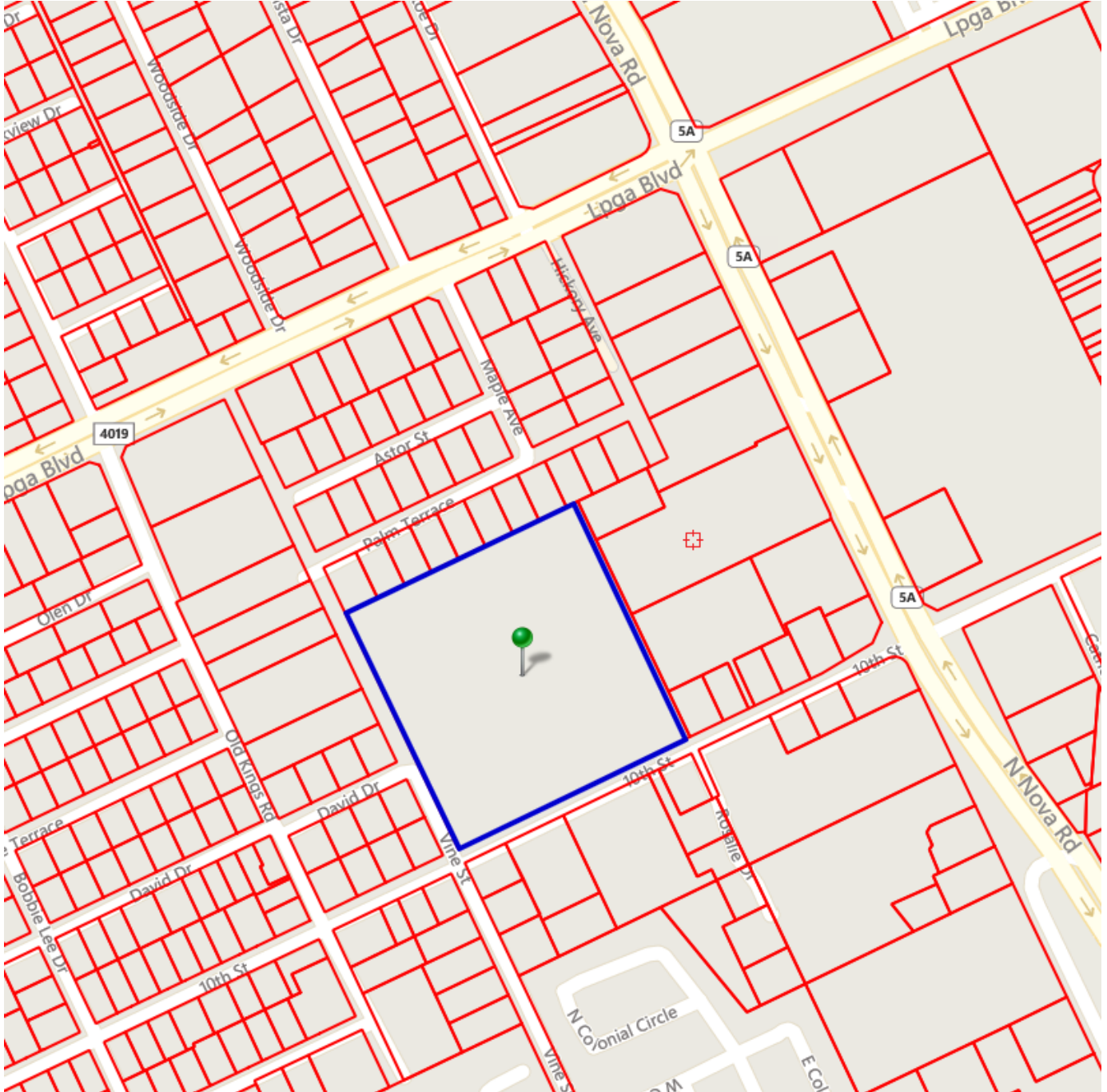
North ↑



Attachment: Exhibit B - Aerial and Location Maps (2020-O-3030 : Annexation 1088 10Th Street)

LOCATION MAP

North ↑



Attachment: Exhibit B - Aerial and Location Maps (2020-O-3030 : Annexation 1088 10Th Street)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9424 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

REZONE/ FUTURE LAND USE AMENDMENT

Date Received: _____ Application ID: _____ Submitted By: _____

PROJECT INFORMATION:

PROJECT NAME: Balboa Annexation, Rezoning and Future Land Use Amendent
 PARCEL ID #(S): 4244-01-04-0080
 LOCATION: 1088 10th Street, Daytona Beach, FL 32117
 EXISTING USE(S): Vacant Property
 PROPOSED USE(S): Future Residential
 TOTAL ACREAGE: +/- 10.1
 WATER PROVIDER: _____ SEWER PROVIDER: _____
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: County R-5 PROPOSED ZONING: City R-8
 CURRENT FUTURE LAND USE: County UMI PROPOSED FUTURE LAND USE: City MDR

APPLICANT INFORMATION:

Name: Glenn D. Storch, Storch Law Firm E-Mail: glenn@storchlawfirm.com
 Address: 420 South Nova Road, Daytona Beach Phone: 386-238-8383
 Company: Storch Law Firm Fax: 386-238-098
☐ Owner ☐ Agent for Owner ☒ Attorney for Owner

OWNER INFORMATION:

Name: Adolph Balboa E-Mail: Same as Applicant
 Address: Same as Applicant Phone: Same as Applicant
 Fax: Same as Applicant

CONSULTANT INFORMATION:

Name: _____ E-Mail: _____
 Address: _____ Phone: _____
 Company: _____ Fax: _____

Attachment: Completed Application Form (2020-O-3030 : Annexation 1088 10Th Street)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9424 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

☒ APPLICANT ☐ OWNER ☐ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- ☒ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) \$3,000.00
☐ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) \$2,000.00

REZONE (NON-PD)

- ☒ STRAIGHT REZONE / LDR TEXT AMENDMENT \$1,200

REZONE (PD)

- ☐ PD REZONE \$2,000
☐ PD AMENDMENT \$1,250 (This does not mean changes in items such as uses or density but means minor changes in items such as layout and landscaping.)

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☐ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9492.
- ☐ A CD OF ALL ITEMS SUBMITTED
- ☐ APPLICATION
- ☐ APPLICATION FEE
- ☐ PROOF THAT TAXES ARE CURRENT
- ☐ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☐ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- ☐ SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)
- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9424 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

- ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER*)
- ☐ PRELIMINARY DEVELOPMENT PLAN (*PD REZONE ONLY - SEE CODE SEC. 114-771*)

Applicant's Signature: _____

(Signature)

(Date)

(Print)

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9424 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM
(ORIGINAL ONLY)

An authorized applicant is:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Adolph Balboa, the owner of record for the following described property (Legal Description or Tax/Parcel ID Number) 4244-01-04-0080 hereby affirm that Storch Law Firm is hereby designated to act as my authorized agent for the filing of the attached application for a: (CHECK ONE)

- ☐ Arbor Permit
 ☐ Special Exception
 ☐ Variance
 ☐ Development Plan
☐ Special Event Permit
 ☐ Vacate
 ☐ Sign
 ☒ Rezone/Comp Plan Amendment
☒ Other Annexation

and make binding statements and commitments regarding the request. I certify that I have examined the attached application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of City of Holly Hill, Florida and are not returnable.

March 10, 2020
Date

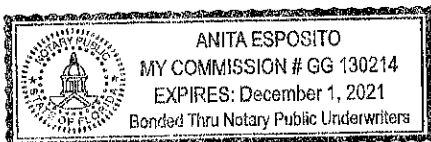
Adolph Balboa
Owner's Signature

Adolfo Balboa
Owner's Name

STATE OF FLORIDA

COUNTY OF Volusia

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, personally appeared Adolph Balboa, who is personally known to me or who has produced a _____ as identification and who executed the foregoing instrument and sworn an oath on this 10th day of March, 2020.



Anita Esposito
NOTARY PUBLIC

Altkey: 3218361
BALBOA ADOLPH & LAURA-JEAN

Parcel ID: 424401040080
1088 10TH ST , DAYTONA BEACH

Parcel

Short Parcel Id 424401040080
Property Location 1088 10TH ST, DAYTONA BEACH, 32117
PC Code 0100 - SINGLE FAMILY
Total Bldgs 1
Neighborhood 2716 - M & C BLKS 5 & 6
Business Name
Homestead Property No

Primary Owner

Owner BALBOA ADOLPH & LAURA-JEAN

In Care Of
Mailing Address PO BOX 250951

HOLLY HILL FL 32125

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	BALBOA ADOLPH & LAURA-JEAN		100	O - O

Legal

Millage Group 200-UNINCORPORATED - NORTHEAST
Legal Description LOT 8 BLK 4 M & C HOLLY HILL MB 2 PG 90 PER OR 4245 PG 2512
Map TWP-RNG-SEC 14 - 32 - 44
Subdivision-Block-Lot 01 - 04 - 0080
Date Created 27-DEC-81
Year Annexed

Special Assessment

Project #	Description	Units	Rate	Amount
5030	VOLUSIA COUNTY STORMWATER	1.00	\$72.00	\$72.00
5050	VOLUSIA COUNTY GARBAGE	1.00	\$255.00	\$255.00

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
4245 / 2512	WD-WARRANTY DEED	1997177024	10/15/1997	I	\$98,900
4138 / 2370	WD-WARRANTY DEED	1996155938	09/15/1996	I	\$100,000
4019 / 3019	QC-QUIT CLAIM DEED	1995098450	06/15/1995	I	\$100

County Links

Property Tax Bill [CLICK HERE](#)
Link to Permits [CLICK HERE](#)

Attachment: Property Card 1088 10th Street (2020-O-3030 : Annexation 1088 10Th Street)

Other Links

Google Street Address
Bing Maps

[CLICK HERE](#)
[CLICK HERE](#)

Attachment: Property Card 1088 10th Street (2020-O-3030 : Annexation 1088 10Th Street)

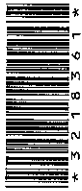


VOLUSIA COUNTY TAX BILL
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2019 Paid Real Estate

7.1.e

PROPERTY ADDRESS: 1088 10TH ST, DAYTONA BEACH, 32117
LEGAL DESCRIPTION: LOT 8 BLK 4 M & C HOLLY HILL MB 2 PG 90 PER OR 4245 PG 2512

County of Volusia County of Volusia
Paid By Al Laura Balboa
11/20/2019 \$1,783.66
Receipt # WWW-19-0007807



BALBOA ADOLPH, BALBOA LAURA-JEAN
PO BOX 250951
HOLLY HILL, FL 32125

PARCEL: 424401040080
ALTERNATE KEY : 3218361
MILLAGE CODE: 200
TAX YEAR: 2019

ADDRESS CHANGE

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2019				
Please Pay	\$0.00				

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
COUNTY	6.14200	75,196	0	75,196	461.86
VOLUSIA FOREVER	0.11220	75,196	0	75,196	8.44
VOLUSIA ECHO	0.20000	75,196	0	75,196	15.04
VOLUSIA FOREVER I&S 2005	0.08780	75,196	0	75,196	6.60
VOLUSIA COUNTY MSD	2.23990	75,196	0	75,196	168.43
VOLUSIA COUNTY FIRE DISTRICT	4.08150	75,196	0	75,196	306.91
VOLUSIA COUNTY MOSQUITO CONTROL	0.18800	75,196	0	75,196	14.14
PONCE INLET PORT AUTHORITY	0.09290	75,196	0	75,196	6.99
SCHOOL	6.08100	81,459	0	81,459	495.35
ST JOHNS WATER MANAGEMENT DIST	0.24140	75,196	0	75,196	18.15
FLORIDA INLAND NAVIGATION DIST	0.03200	75,196	0	75,196	2.41
HALIFAX HOSPITAL AUTHORITY	0.35460	75,196	0	75,196	26.66

TOTAL MILLAGE RATE: 19.85330

TOTAL TAXES: \$1,530.98

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
VOLUSIA COUNTY STORMWATER	386-822-6422	72.00	72.00
VOLUSIA COUNTY GARBAGE	386-943-7889	255.00	255.00

TOTAL ASSESSMENTS: \$327.00

TOTAL COMBINED TAXES AND ASSESSMENTS: \$1,857.98

For additional information see reverse side.

Pay online at volusia.county-taxes.com

Phone: 386-736-5938
Revenue@volusia.org

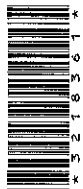
RETURN WITH PAYMENT

VOLUSIA COUNTY TAX BILL
2019 Paid Real Estate

Make payment to:
COUNTY OF VOLUSIA
Mail payment to:
County of Volusia-Revenue Division
123 W Indiana Ave Room 103
DeLand FL 32720

NOTE: In order to avoid a rejected payment, please verify that the legal written line of your check matches the exact amount due based on the "IF POSTMARKED BY" date.

PARCEL: 424401040080
ALTERNATE KEY : 3218361
TAX YEAR: 2019



PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK
BALBOA ADOLPH, BALBOA LAURA-JEAN
PO BOX 250951
HOLLY HILL, FL 32125

PROPERTY ADDRESS:
1088 10TH ST, DAYTONA BEACH, 32117

Please do not staple, tape, or paperclip your payment to this stub.

TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2019				
Please Pay	\$0.00				

Public Site



PLEASE DO NOT WRITE ON THIS STUB

Receipt # WWW-19-0007807

\$1,783.66

Paid 11/20/2019

Packet Pg. 455

Attachment: Proof of Payment for Taxes (2020-O-3030 : Annexation 1088 10Th Street)

Mail payments to:

County of Volusia-Revenue Division
123 W. Indiana Avenue
Room 103
DeLand, FL 32720

BillExpress™

Have your bill sent directly to your inbox! Visit
volusia.county-taxes.com to sign up today.

For location information, please visit volusia.org/revenue or
see the enclosed Property Tax Information Flyer

Contact us:

Phone: (386) 736-5938
Email: revenue@volusia.org

Important Information—Please Read Carefully

Please read the enclosed flyer carefully for additional important payment information.

The statement, "**Prior year taxes are due. Please call (386) 736-5938.**" indicates that the parcel has delinquent prior year taxes. Certified funds are required.

Current year taxes become delinquent on April 1. On April 1, all delinquent parcels are assessed a minimum charge of 3% in accordance with Florida Statute. Delinquent real estate parcels will incur an advertising fee and auction listing fee, and a **tax certificate (lien) will be sold by June 1.** Payment must be made in **certified funds** after a tax certificate is issued. Delinquent tangible parcels will incur an advertising fee, the cost of collection will be assessed, and a **warrant will be issued by June 1.** If the tangible bill remains unpaid, the property will become **subject to seizure and sale at public auction.**

If this parcel or tangible personal property has been sold, please send this bill to the new owner or return it to the Volusia County Revenue Division. For tangible personal property, **if you were the owner as of January 1 of the tax year**, you may be responsible for paying the taxes, **even if you have closed the business.**

Notice to taxpayers entitled to homestead exemption: If your income is low enough to meet certain conditions, and the total mortgages and liens against the parcel are low enough, **you may qualify for a deferred tax payment plan** on homestead property. Deferral of taxes does not excuse the debt, and the deferred amount will earn interest, and **must be paid at a later date.** Information and application to determine eligibility are available at any Revenue Division location.

Prepayment of estimated tax by installment method: Under certain conditions, taxes may be prepaid for the **future tax year** by quarterly installments billed in June, September, December, and March. If interested, please submit an application to the Volusia County Revenue Division **by April 30.** Installment applications can be found online at volusia.county-taxes.com. To obtain a paper application, please visit volusia.org/revenue and select Forms, or visit any Volusia County Revenue Division office location. It is not necessary to reapply if you participated in the plan during the previous tax year and made timely payments.

The **taxing authorities** are responsible for setting the ad valorem millage rates. The **levying authorities** are responsible for setting non-ad valorem assessments.

The **Volusia County Property Appraiser** is responsible for the preparation of the current ad valorem tax roll, including the assessed value, exemptions, taxable value, assessed owner(s) name and mailing address, property address, and legal description. You may reach the appraiser's office by dialing (386) 736-5901 or by emailing vcpa@volusia.org.

The **Volusia County Revenue Division** is responsible for the preparation and mailing of tax notices based on the information contained on the current tax roll certified by the Volusia County Property Appraiser and non-ad valorem assessments provided by the levying authorities, and for the collection and distribution of tax dollars to the various taxing authorities. You may reach the Revenue Division by dialing (386) 736-5938 or by emailing revenue@volusia.org.

Important dates to remember:

- | | |
|----------|--|
| March 1 | Deadline to file for exemptions for the next tax year. The application is filed with the Volusia County Property Appraiser's office. |
| March 31 | Deadline for Working Waterfront, Affordable Rental Housing, or Homestead Tax Deferral applications for the current tax year. The application is filed with the Volusia County Revenue Division. |
| March 31 | Last day for full payment without penalty. This is also the final day for making partial payments. Unpaid balances become delinquent April 1. |
| April 30 | Deadline for new quarterly installment plan applications for the next tax year. The application is filed with the Volusia County Revenue Division. It is not necessary to reapply if you participated in the plan during the previous tax year and made timely payments. |

Important Payment Information

Please do not staple, tape, or paperclip your payment to this stub.

Verify that the legal written line and the numerical amount of your check match and reflect the exact amount due for the period in which you are paying.

Verify that you have signed the check and that it is made payable to the County of Volusia.

Please use the enclosed return envelope if you choose to mail your payment. If the envelope is not available, please mail to:

County of Volusia—Revenue Division
123 W. Indiana Avenue
Room 103
DeLand, FL 32720

Save time, pay online at volusia.county-taxes.com

Online payments are supported through the use of a third-party vendor. The vendor charges and retains a service fee; please visit the website for details.

Using an Online Bill Pay Service

Create a payee for "County of Volusia"

Use the alternate key from the front of the bill for the account number.

Mail payment to:

County of Volusia—Revenue Division
123 W. Indiana Avenue
Room 103
DeLand, FL 32720

10/22/1997 16:10
 Doc stamps 985.95
 (Transfer Amt \$ 98900)
 Instrument # 97177024
 Book: 4245
 Page: 2512
 Diane M. Matousek
 Volusia County, Clerk of Court

Parcel ID Number: 4244-01-04-0080

Grantee #1 TIN: [REDACTED]

Grantee #2 TIN: [REDACTED]

Warranty Deed

This Indenture, Made this 21st day of
 Walter S. Albright,

October, 1997 A.D., Between

of the County of Volusia, State of Florida, , grantor, and
 Adolph Balboa and Laura-Jean Balboa, husband and wife,

whose address is: P.O. Box 250951, Holly Hill 32125
~~2461 Palm Drive, Daytona Beach, Florida 32114~~

of the County of Volusia, State of Florida, , grantees.

Witnesseth that the GRANTOR, for and in consideration of the sum of - - - - -
 - - - - - TEN & NO/100 (\$10.00) - - - - - DOLLARS,

and other good and valuable consideration to GRANTOR in hand paid by GRANTEEES, the receipt whereof is hereby acknowledged, has
 granted, bargained and sold to the said GRANTEEES and GRANTEEES' heirs and assigns forever, the following described land, situate,
 lying and being in the County of Volusia State of Florida to wit:

Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map
 recorded in Map Book 2, Page 90, Public Records of Volusia
 County, Florida.

Subject to restrictions, reservations and easements of record,
 if any, which are not reimposed hereby, and taxes subsequent to
 December 31st, 1996.

The subject property is not the constitutional homestead of
 the Grantors.

Subject to a mortgage in favor of Roger C. Willis, dated September 11, 1996
 and recorded on September 12, 1996 in Official Records Book 4138, Page 2372,
 Public Records of Volusia County, Florida, which has a current principal
 balance of \$83,882.50, which the grantees assume and agree to pay.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Rosalee C. Wiggins
 Printed Name: Rosalee C. Wiggins
 Witness

Diane E. Helvey
 Printed Name: Diane E. Helvey
 Witness

Walter S. Albright (Seal)
 Walter S. Albright
 P.O. Address 124 Pine Woods Road, Ormond Beach, FL 32174

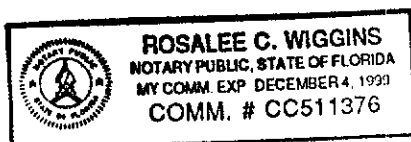
STATE OF Florida
 COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 21st day of October, 1997 by
 Walter S. Albright,

who is personally known to me or who has produced his Florida driver's license as identification.

This Document Prepared By:

R. Catherine Wiggins
 Waterside Title Co.
 1092 Ridgewood Avenue
 Holly Hill, FL 32117



Rosalee C. Wiggins
 Printed Name: _____
 NOTARY PUBLIC
 My Commission Expires: _____



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: October 13, 2020
FROM: Valerie Manning
SUBJECT: SECOND READING - an Ordinance Amending Section 10-1, Definitions, and Adding Section 10-51, Cruelty, of Chapter 10, Animals, Article II., Care and Control, of the Code of Ordinances of the City of Holly Hill by Prohibiting the Tethering of Animals; Providing Exceptions and Conditions for the Humane Tethering of Animals; Providing for Enforcement; Providing Penalties for Violators; Repealing All Inconsistent Ordinances or Parts Thereof; and Setting for an Effective Date.
NUMBER: 2020-O-3031
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill desires to protect animals from abuse and neglect. The improper and unsafe tethering of animals is a form of abuse or neglect. This Ordinance will amend the definition section within our current Code of Ordinances and add a section in Chapter 10, Animals, to the Code.

The City Commission finds that it will serve the best interests of the general health, safety and welfare of the community to adopt regulations that will prevent abuse and neglect of animals by prohibiting the tethering of animals except as otherwise allowed under certain conditions.

STAFF RECOMMENDATION:

Approve Ordinance on second and final reading as submitted by staff.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE SECOND READING OF THE ORDINANCE AMENDING SECTION 10-1, DEFINITIONS, AND ADDING SECTION 10-51, CRUELTY, OF CHAPTER 10, ANIMALS, ARTICLE II., CARE AND CONTROL, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL BY PROHIBITING THE TETHERING OF ANIMALS; PROVIDING EXCEPTIONS AND CONDITIONS FOR THE HUMANE TETHERING OF ANIMALS; PROVIDING FOR ENFORCEMENT; PROVIDING PENALTIES FOR VIOLATORS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

HISTORY:

09/22/20

City Commission

APPROVED AT 1ST READING

Next: 10/13/20

Mayor Via mentioned that Councilwoman Lois Paritsky from the Town of Ponce Inlet and Debbie Darino, a local animal abuse fighting activist who lobbied Florida lawmakers to pass the “Ponce’s Law” which now makes it easier for prosecutors to punish anyone who maliciously kills an animal and asked if they would both like to come forward to say something. Ms. Paritsky and Ms. Darino came forward and thanked the Mayor and Commissioners for adopting the Ordinance on first reading and appreciated their support as many other cities have done the same.

Mayor Via opened public participation. No one spoke.

Ordinance No. 2020-3031

SECOND READING - AN ORDINANCE AMENDING SECTION 10-1, DEFINITIONS, AND ADDING SECTION 10-51, CRUELTY, OF CHAPTER 10, ANIMALS, ARTICLE II., CARE AND CONTROL, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL BY PROHIBITING THE TETHERING OF ANIMALS; PROVIDING EXCEPTIONS AND CONDITIONS FOR THE HUMANE TETHERING OF ANIMALS; PROVIDING FOR ENFORCEMENT; PROVIDING PENALTIES FOR VIOLATORS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FOR AN EFFECTIVE DATE.

AN ORDINANCE AMENDING SECTION 10-1, DEFINITIONS, AND ADDING SECTION 10-51, CRUELTY, OF CHAPTER 10, ANIMALS, ARTICLE II., CARE AND CONTROL, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL BY PROHIBITING THE TETHERING OF ANIMALS; PROVIDING EXCEPTIONS AND CONDITIONS FOR THE HUMANE TETHERING OF ANIMALS; PROVIDING FOR ENFORCEMENT; PROVIDING PENALTIES FOR VIOLATORS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to protect animals from abuse and neglect; and

WHEREAS, the improper and unsafe tethering of animals is a form of abuse or neglect; and

WHEREAS, the improper and unsafe tethering of animals may place them in harm's way, including the risk of injury or death; and

WHEREAS, tethered animals that are left unattended without supervision may show increased aggressiveness; and

WHEREAS, the City Commission of the City of Holly Hill hereby finds that it will serve the best interests of the general health, safety and welfare of the community to adopt

regulations that will prevent abuse and neglect of animals by prohibiting the tethering of animals except as otherwise allowed under certain conditions.

WHEREAS, words which are underlined (underlined) are additions to the text and words with strike through (~~strike through~~) the characters are deletions from the text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Section 10-1, Definitions, of Chapter 10, Animals, Article II, Care and Control, of the City of Holly Hill, *Code of Ordinances*, is hereby amended to add the following definitions:

Sec. 10-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Tether shall mean a trolley cable, cord, rope, chain, strap, or any other linear thing that restrains, limits or confines the free unimpeded movement of a dog, cat, or other animal to a limited space or area.

Tethering or tethered shall mean the act of affixing or attaching a tether to a dog, cat, or other animal. The act of “tethering” shall not include the use of a leash or other restraint when utilized by a person while walking or exercising a dog, cat, or other animal; nor shall it include commercial safety restraint devices that are designed for use in vehicles for the protection of animals while they are being transported from one location to another.

Adequate shelter shall mean provision of and access to a secure weather resistant shelter that is suitable for the species, age, condition, height, size, breed and type of each animal; provides adequate air ventilation, adequate space for each animal to stand up and turn around; is safe and protects each animal from injury, rain, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly lighted; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; during hot weather, is properly shaded with a covering and does not readily conduct heat; during cold weather, has a windbreak at its entrance and provides a quantity of bedding material consisting of straw, cedar shavings, or the equivalent that is sufficient to protect the animal from cold and promote the retention of body heat; and, for dogs and cats, provides a solid surface, resting platform, pad, floor mat, or similar device that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. Under this chapter, shelters whose

wire, grid, or slat floors: (i) permit the animals' feet to pass through the openings; (ii) sag under the animals' weight; or (iii) otherwise do not protect the animals' feet or toes from injury are not adequate shelter.

[... all other definitions remain unchanged ...]

SECTION 2. Adding Section 10-51, Cruelty, Chapter 10, Animals, Article II, Care and Control, of the City of Holly Hill, Florida, *Code of Ordinances*, to read as follows:

Sec. 10-51. Cruelty; tethering of animals prohibited; exceptions.

- (1) No person shall unnecessarily overload, overdrive, torment, deprive of necessary sustenance or adequate shelter, or unnecessarily or cruelly beat, mutilate, or kill any animal, or cause the same to done, or carry in or upon any vehicle, or otherwise, any animal in cruel or inhumane manner.
- (2) No person shall tether a dog, cat, or other animal on private property except as allowed in accordance with the following conditions:
 - (a) The tether must be made of a material, thickness, size, strength, and weight that is reasonable to safely secure the dog, cat, or other animal without placing or causing excessive strain or stress on the animal.
 - (b) Each end of the tether must have affixed to it a closed-end spring clip, carabineer clip, coupling, or other type of closed-end clip that is securely affixed to a swivel or pivot, all the components of which are made of high-strength metal, steel or composite material, and that allows the ends of the tether to freely rotate 360 degrees.
 - (c) The tether shall be at least five feet in length and no more than ten feet in length.
 - (d) The tether shall be no higher in elevation than the height of the tethered animal.
 - (e) One end of the tether must be securely attached to a commercially designed pet tie-out stake, commonly referred to as a spiral ground anchor or ground corkscrew, or some other commercial or non-commercial device that allows a tethered dog, cat or other animal to freely walk or move about the tie-out stake or device in a circular manner. The other end of the tether must be securely attached to the animal's collar or harness.
 - (f) The pet tie-out stake or device and tether must be placed in a location that prevents the dog, cat, or other animal from becoming entangled with objects or other tethered animals, and must not be placed in a location

that prevents the tethered animal from accessing water, dry ground, shade, or adequate shelter.

- (g) The dog, cat, or other animal must at all times be provided clean water, dry ground, and adequate shelter for protection from the sun, hot and cold weather, rain, and other inclement weather events.
- (h) The dog, cat, or other animal shall not be tethered in extreme weather conditions, which shall be defined as being hot weather in excess of eighty-five degrees (85°), cold weather lower than fifty degrees (50°), thunderstorms, lightening, hail, hurricanes, tornados, tropical storms, flood waters, winds in excess of twenty miles per hour, and other natural and manmade calamities.
- (i) The dog, cat, or other animal must at all times be accompanied while outside by, and be within visual range of, its owner or other person who is responsible for supervising the tethered animal, except that a tethered animal may be left unattended for short periods of time not to exceed thirty minutes in duration.
- (j) In no event shall the owner or other person who is responsible for supervising the animal leave the property while the dog, cat, or other animal is tethered outside.
- (k) A dog, cat, or other animal may never be tethered on unoccupied, vacant, or abandoned property.
- (l) A dog, cat, or other animal may never be tethered or left unattended inside any structure that is unsafe, dilapidated, or has been abandoned.
- (m) The dog, cat, or other animal must be at least six months of age; and must not be sick, injured, or afflicted with contagious disease.
- (n) If multiple dogs, cats, or other animals are to be tethered, each animal must be tethered separately from the others, and tethered in a location that prevents them from becoming entangled with the other tethered animals.
- (o) Tethering shall be prohibited between the hours of dusk and dawn.
- (p) Tethering on public property shall be prohibited at all times.
- (3) Violations of this section shall be subject to enforcement in accordance with the special master code enforcement system as provided in Chapter 2, Article VII of this Code and/or criminal prosecution as provided by section 828.12, Florida Statutes, if applicable.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are

hereby repealed to the extent of such conflict.

SECTION 4. Any section, paragraph, sentence, clause and phrase of this Ordinance is severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 5. This Ordinance shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 13th day of OCTOBER, 2020
for second reading.