CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● DECEMBER 10, 2019

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
c. Pledge of Allegiance

2. POSITIVITY AWARD - CHUCK MILLS

1. Positivity Award - Chuck Mills

   (Requested by Valerie Manning, City Clerk)

3. PUBLIC COMMENTS

4. APPROVAL OF MINUTES

1. Minutes - November 26, 2019, Regular City Commission & CRA Meeting

   (Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 6)

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 –2019-R-87 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2019-2020 Annual Operating Budget, Appropriating Open Encumbrances and Project Carry Over Funds from the Fiscal Year 2018-2019 to the Fiscal Year 2019-2020 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

   (Requested by Stella Gurnee, Finance)

2. Resolution –2019-R-88 A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Roadway Marking and Striping of the Holly Hill Streets Using Seminole County Contract IFB-603176-18/BJC; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2019-R-89 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Expend an Additional $50,000 for Change Order #1 with SPATCO Energy Solutions to Complete the Installation of the Fuel Tank Lines and Supply Lines; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Resolution –2019-R-90 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Ten (10) Year Contract with the Option for Two (2) Five (5) Year Renewals with Data Flow Systems to Rent, Maintain and Upgrade the SCADA System Serving the Water and Wastewater Treatment Plants; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. Resolution –2019-R-91 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2019-2020; and Providing for Severability; and Providing for an Effective Date.

   (Requested by Stella Gurnee, Finance)

6. Authorization to Purchase Spare Lift Station Pumps from Sole Source Supplier

   (Requested by Antoine Khoury, Public Works)

6. REGULAR AGENDA - NONE

7. PUBLIC HEARINGS - NONE

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.

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.

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 12/10/19 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2785

POSITIVITY AWARD (ID # 2785)

Positivity Award - Chuck Mills

This months pick for the Positivity Award has been chosen by Commissioner John Danio, District 3.

HOLLY HILL
FLORIDA

POSITIVITY AWARD

Thank You for Making Our Community

Positively Awesome!

CHUCK MILLS

December 10, 2019

Chris Via, Mayor

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **December 10, 2019**
FROM: **Valerie Manning**
SUBJECT: **Minutes - November 26, 2019, Regular City Commission & CRA Meeting**
NUMBER: **(ID # 2781)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from November 26, 2019 regular City Commission and CRA meeting.

MOTION:

Approve as submitted by staff.

- Minutes - November 26, 2019 - Regular City Commission and CRA meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● NOVEMBER 26, 2019

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	Absent	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation
Commissioner Danio led the invocation.

c. Pledge of Allegiance
Mayor Via led the Pledge of Allegiance to the flag.

2. POSITIVITY AWARD - FLORIDA HEALTH CARE

1.

Positivity Award - Florida Health Care

(Requested by Valerie Manning, City Clerk)

3. RECESS THE CC MTG & CONVENE AS THE CRA

4. CRA AGENDA

1. –2019-R-72

CRA - a Resolution by the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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, Danio, Johnson
ABSENT:	Currie

Enacted and approved this 26th day of November, 2019, in Holly Hill

2. –2019-R-82 Resolution

CRA - a Resolution of the City of Holly Hill, Community Redevelopment Agency, Florida, Authorizing the City Manager to Execute an Assignment Agreement Between the City of Holly Hill and Martens Charities, Inc., Establishing the Terms of the Agreement; Providing Severability; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)
Mayor Via opened public participation. No one spoke.

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

RESOLUTION
2019-R-82
CRA - A RESOLUTION OF THE CITY OF HOLLY HILL, COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSIGNMENT AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND MARTENS CHARITIES, INC., ESTABLISHING THE TERMS OF THE AGREEMENT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSIGNMENT AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND MARTENS CHARITIES, INC., ESTABLISHING THE TERMS OF THE AGREEMENT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill (City) and Martens Properties, LLC entered into a Development Agreement dated January 10, 2019 for the development of a portion of Holly land Park for a pickleball facility.

WHEREAS, the City of Holly Hill Community Redevelopment Agency (CRA) and Martens Properties, LLC entered into an Incentive Agreement dated January 10, 2019 providing the incentives to be provided by the CRA towards the development of the pickleball facility.

WHEREAS, Martens Properties, LLC was voluntarily dissolved on April 5, 2019.

WHEREAS, pursuant to Florida Statute Section 605.0709, a dissolved limited liability company can take action to wind up the affairs of the dissolved limited liability company, including the distribution of assets.

WHEREAS, pursuant to Florida Statute Section 605.0709, Martens Properties, LLC would like to assign both agreements to Martens Charities, Inc. as part of the process of winding up the affairs of Martens Properties, LLC.

WHEREAS, Martens Charities, Inc. hereby accepts the assignment of said agreements.

WHEREAS, the City and the CRA are agreeable to the assignment of these agreements from Martens Properties, LLC to Martens Charities, Inc.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) The above WHEREAS provisions are incorporated herein.

2) Martens Properties, LLC hereby assigns all of its rights, obligations and interests in the Development Agreement dated January 10, 2019 between the City and Martens Property, LLC to Martens Charities, Inc.

3) Martens Charities, Inc., hereby accepts all of the rights, obligations and interest of Martens Properties, LLC in the Development Agreement dated January 10, 2019 between the City and Martens Properties, LLC.

4) The City hereby consents to the assignment of the Development Agreement from Martens Properties, LLC to Martens Charities, Inc.

5) Martens Properties, LLC hereby assigns all of its rights, obligations and interests in the Incentive Agreement dated January 10, 2019 between the CRA and Martens Property, LLC to Martens Charities, Inc.

6) Martens Charities, Inc., hereby accepts all of the rights, obligations and interest of Martens Properties, LLC in the Incentive Agreement dated January 10, 2019 between the CRA and Martens Properties, LLC.

7) The CRA hereby consents to the assignment of the Incentive Agreement from Martens Properties, LLC to Martens Charities, Inc.

City of Holly Hill Community Redevelopment Agency

By:___________________

Title :_________________

Date:_________________

Martens Properties, LLC	Martens Charities, Inc.
By:__________________	By:____________________
Title:________________	Title:__________________
Date:________________	Date:__________________
______________________ Rainer Martens, Member/Manager of Martens Properties, LLC	______________________ Julie Martens, Member/Manager of Martens Properties, LLC
Date:__________________	Date:_________________

Enacted and approved this 26th day of November, 2019, in Holly Hill

5. ADJOURN AS THE CRA & RECONVENE THE CC MTG

6. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners: Jim Schultz, Ormond Beach and Jim Cameron, Daytona Beach Chamber of Commerce.

7. APPROVAL OF MINUTES

1.

Minutes - November 12, 2019, Regular City Commission & CRA 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, Danio, Johnson
ABSENT:	Currie

Enacted and approved this 26th day of November, 2019, in Holly Hill

8. CONSENT AGENDA - ITEMS (1 - 6)

Mayor Via asked if there was any member of the audience or Commission that would like to discuss any item on the Consent Agenda. There was no one.

1. –2019-R-73 Resolution

A Resolution by the City Commission of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; 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, Danio, Johnson
ABSENT:	Currie

RESOLUTION
2019-R-73
A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT AND SERVICES USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT, AND SERVICES USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION;

PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Community Redevelopment Agency, Community Policing Officers, are due to have their police vehicles replaced which according to the City's CRA Master Plan, these expenditures are qualified expenses to be funded from the CRA budget.

WHEREAS, the City of Holly Hill desires to purchase vehicles under Charlotte County Vehicle Purchase Contract #2018000509, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental 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, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to (i) authorize and approve the form of the contract by the Charlotte County Contract # 2018000509, any exhibits attached thereto, and any other related documents and, (ii) the execution and delivery of the documents and (iii) provide additional limited general authority; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by Charlotte County, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City has performed all acts, conditions, and things relating to the acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City.

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

SECTION 1: Pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

SECTION 2. DEFINITIONS. As used herein:

(a). "City" means the City of Holly Hill, Florida.

(b). "City Manager" means the City Manager of the City or designee.

(c). "Clerk" means the Clerk of the City or designee.

(d). "Finance Director" means the Finance Director of the City.

(e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.

(f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. FINDINGS AND AWARDS.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to enter into a contract Bartow Ford for the purchase of vehicles and equipment.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contract with Bartow Ford for the purchase of vehicles and equipment.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, Exhibit A, or as may be required to be modified are hereby approved. The Mayor is hereby authorized to execute said agreement for vehicle and equipment purchase, in substantially the forms attached hereto.

SECTION 5. Additional Authorizations Concerning the Scope of services and Contract. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for purchase of vehicles and equipment.

SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of NOVEMBER, 2019.

Enacted and approved this 26th day of November, 2019, in Holly Hill

2. –2019-R-74 Resolution

A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2019-R-74
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT AND SERVICES USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT, AND SERVICES USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to purchase vehicles under Charlotte County Vehicle Purchase contract, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental 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, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to (i) authorize and approve the form of the contract by the Charlotte County, any exhibits attached thereto, and any other related documents and, (ii) the execution and delivery of the documents and (iii) provide additional limited general authority; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the Charlotte County, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City has performed all acts, conditions, and things relating to the acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City.

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

SECTION 1: Pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

SECTION 2. DEFINITIONS. As used herein:

(a). "City" means the City of Holly Hill, Florida.

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(c). "Clerk" means the Clerk of the City or designee.

(d). "Finance Director" means the Finance Director of the City.

(e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.

(f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. FINDINGS AND AWARDS.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with Bartow Ford purchase of vehicles and equipment.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contract with Bartow Ford for the purchase of vehicles and equipment.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, Exhibit A, or as may be required to be modified are hereby approved. The Mayor is hereby authorized to execute said agreement for vehicle and equipment purchase, in substantially the forms attached hereto.

SECTION 5. Additional Authorizations Concerning the Scope of services and Contract. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for purchase of vehicles and equipment.

SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of NOVEMBER, 2019.

Enacted and approved this 26th day of November, 2019, in Holly Hill

3. –2019-R-83 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Extension to the Mirage Subdivision Improvement Agreement; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

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

RESOLUTION
2019-R-83
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN EXTENSION TO THE MIRAGE SUBDIVISION IMPROVEMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN EXTENSION TO THE MIRAGE SUBDIVISION IMPROVEMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Mirage property owners (Developer) have expressed a desire to subdivide and develop their property and have submitted a preliminary and final plat to the City for approval on January 24, 2017; and

WHEREAS, The City Staff has determined that the Developer may receive an offset or reduction of impact fees due in exchange for the Developer financing or expending money for the improvements which will benefit the City; and

WHEREAS, The City Stormwater fund will pay the building permit fees, impact fees or any other fees due in connection with the Development of the Stormwater pond in exchange for the Developer's agreement to construct and donate to the City the Stormwater Pond on the Property which exceeds the Stormwater requirements of the Development and provides additional capacity to meet the City's Stormwater needs; and

WHEREAS, Upon completion of the Stormwater Pond and dedication of the Stormwater Pond to the City of Holly Hill, the Developer shall be entitled to credits in the amount of $400.000.00 (Credits). The credits shall be used to offset fees associated with the development of the residential properties associated with the Mirage project; and

WHEREAS, The Developer was to complete the construction of the Stormwater Pond within thirty (30) months of the commencement of construction. Construction of the Stormwater Pond commenced on in May 2017 and was due to be complete in November 2019.

WHEREAS, The City may, in accordance with City Code, extend the time to complete all or any portion of the Stormwater Pond.

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 authorizes the City Manager to extend the date of completion from November, 2019 to March 31, 2020.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, 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 Resolutions made in conflict with this Resolution are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 26th day of NOVEMBER, 2019.

Enacted and approved this 26th day of November, 2019, in Holly Hill

4. –2019-R-84 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Assignment Agreement Between the City of Holly Hill and Martens Charities, Inc. Establishing the Terms of the Agreement; Providing Severability; and Providing an Effective Date

(Requested by Joseph Forte, City Manager)

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

RESOLUTION
2019-R-84
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSIGNMENT AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND MARTENS CHARITIES, INC. ESTABLISHING THE TERMS OF THE AGREEMENT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSIGNMENT AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND MARTENS CHARITIES, INC. ESTABLISHING THE TERMS OF THE AGREEMENT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill (City) and Martens Properties, LLC entered into a Development Agreement dated January 10, 2019 for the development of a portion of Holly land Park for a pickleball facility; and

WHEREAS, the City of Holly Hill Community Redevelopment Agency (CRA) and Martens Properties, LLC entered into an Incentive Agreement dated January 10, 2019 providing the incentives to be provided by the CRA towards the development of the pickleball facility; and

WHEREAS, Martens Properties, LLC was voluntarily dissolved on April 5, 2019 and

WHEREAS, pursuant to Florida Statute Section 605.0709, a dissolved limited liability company can take action to wind up the affairs of the dissolved limited liability company, including the distribution of assets and

WHEREAS, pursuant to Florida Statute Section 605.0709, Martens Properties, LLC would like to assign both agreements to Martens Charities, Inc. as part of the process of winding up the affairs of Martens Properties, LLC; and

WHEREAS, Martens Charities, Inc. hereby accepts the assignment of said agreements and

WHEREAS, the City and the CRA are agreeable to the assignment of these agreements from Martens Properties, LLC to Martens Charities, Inc.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) The above WHEREAS provisions are incorporated herein.

2) Martens Properties, LLC hereby assigns all of its rights, obligations and interests in the Development Agreement dated January 10, 2019 between the City and Martens Property, LLC to Martens Charities, Inc.

3) Martens Charities, Inc., hereby accepts all of the rights, obligations and interest of Martens Properties, LLC in the Development Agreement dated January 10, 2019 between the City and Martens Properties, LLC.

4) The City hereby consents to the assignment of the Development Agreement from Martens Properties, LLC to Martens Charities, Inc.

5) Martens Properties, LLC hereby assigns all of its rights, obligations and interests in the Incentive Agreement dated January 10, 2019 between the CRA and Martens Property, LLC to Martens Charities, Inc.

6) Martens Charities, Inc., hereby accepts all of the rights, obligations and interest of Martens Properties, LLC in the Incentive Agreement dated January 10, 2019 between the CRA and Martens Properties, LLC.

7) The CRA hereby consents to the assignment of the Incentive Agreement from Martens Properties, LLC to Martens Charities, Inc.

City of Holly Hill

By:____________________

Title :_________________

Date:_________________

Martens Properties, LLC Martens Charities, Inc.

By:__________________ By:____________________

Title:________________ Title:__________________

Date:________________ Date:__________________

______________________ ______________________
Rainer Martens, Member/Manager of Martens Properties, LLC
Julie Martens, Member/Manager of Martens Properties, LLC

Date:__________________ Date:_________________

Enacted and approved this 26th day of November, 2019, in Holly Hill

5. –DOC-2019-14

Florida Blue - Build Healthy, Strong Communities $100,000.00 Grant

(Requested by Joseph Forte, City Manager)

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

Enacted and approved this 26th day of November, 2019, in Holly Hill

6. –DOC-2019-15

Recommendation of Award for RFP 20-ED-01 Real Estate Services

(Requested by Stella Gurnee, Finance)

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

Enacted and approved this 26th day of November, 2019, in Holly Hill

9. REGULAR AGENDA

1. –2019-R-85 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Expressing Support for the ECHO Grant Application for Pictona at Hollyland Park Located at 1082 Ridgewood Avenue, Holly Hill, Florida; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)
Mayor Via opened public participation. No one spoke.

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

RESOLUTION
2019-R-85
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, EXPRESSING SUPPORT FOR THE ECHO GRANT APPLICATION FOR PICTONA AT HOLLYLAND PARK LOCATED AT 1082 RIDGEWOOD AVENUE, HOLLY HILL, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, EXPRESSING SUPPORT FOR THE ECHO GRANT APPLICATION FOR PICTONA AT HOLLYLAND PARK LOCATED AT 1066 RIDGEWOOD AVENUE, HOLLY HILL, FLORIDA 32117; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, In 2000, the voters of Volusia County approved the Volusia ECHO initiative, which provides grants to not-for-profits, municipalities and county departments; and

WHEREAS, The program provides grant funds for projects that enhance the quality of life in Volusia County by insuring the availability of environmental, cultural, historical and outdoor recreational opportunities; and

WHEREAS, City staff has reviewed and prepared the grant application for the fiscal year 2019-2020; and

WHEREAS, the proposed project for the ECHO Application known as Pictona At Hollyland Park is to be constructed at 1066 Ridgewood Avenue, Holly Hill, Florida 32117; and

WHEREAS, the total cost of this phase is $800,000 of which we are asking for $400,000 in ECHO funds. The 1:1% match is comprised of $200,000 of unencumbered cash; $200,000 is comprised of a combination of previously spent cash and land value; and

WHEREAS, should the total project costs exceed the budgeted amount, said funds shall be paid out of the existing contingency in the general fund.

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 support the ECHO Grant Application for Pictona At Hollyland Park, located at 1066 Ridgewood Avenue, Holly Hill, FL 32117.

SECTION 2. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of NOVEMBER, 2019.

Enacted and approved this 26th day of November, 2019, in Holly Hill

10. PUBLIC HEARING

1. 2019-R-86 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Final Budget for the City of Holly Hill for the Fiscal Year 2018-2019; and Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)
Mayor Via opened public participation.
Jim Legary, Holly Hill, spoke.
Mayor Via closed public participation.

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

RESOLUTION
2019-R-86
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2018-2019; 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, AMENDING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2018-2019; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill of Volusia County Florida, set forth the amended appropriations and revenue estimate for the Budget for Fiscal Year 2018-2019.

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

SECTION 1. The Fiscal Year 2018-2019 final Budget shall be amended per "Attachment A".

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 26th day of NOVEMBER, 2019.

Enacted and approved this 26th day of November, 2019, in Holly Hill

11. COMMUNICATIONS

A. City Manager & Staff Comments
Mr. Forte gave an update on the Birmingham waterline; boat launch ramp at Sunrise Park; concrete being poured at Hollyland Park for Pictona, project is moving along; wished everyone a Happy Thanksgiving.

B. City Attorney Comments
Attorney Simpson wished everyone a Happy Thanksgiving.

C. City Commission Comments
The Commissioners wished everyone a Happy Thanksgiving; there was discussion about the LPGA widening; an update by Mr. Forte on the US1 underground project.

D. Mayor's Comments
Mayor Via reminded everyone about the upcoming tree lighting ceremony on December 6, the parade on Saturday, Dec. 7; light up Holly Hill was discussed; IEMO training he attended; Positivity Award - there was consensus to finish out this year with doing this then in 2020 do it as needed; consensus for Holly Hill to support baseball issue at the

Daytona Tortugas field; consensus for nothing to be done with the sales tax issue on this upcoming election in 2020; wished everyone a Happy Thanksgiving.

12. ADJOURNMENT

The meeting adjourned at approximately 8:30 PM.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **December 10, 2019**
FROM: **Stella Gurnee**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2019-2020 Annual Operating Budget, Appropriating Open Encumbrances and Project Carry Over Funds from the Fiscal Year 2018-2019 to the Fiscal Year 2019-2020 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2019-R-87**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill issued Purchase Orders and Projects prior to the commencement of Fiscal year 2020 on October 1, 2019 which were incomplete at that time.

This Resolution will carryover budget funds into the new fiscal year to fund the Purchases and Projects that began in the prior fiscal year but were incomplete on September 30, 2019.

FISCAL ANALYSIS:

There are sufficient funds for this request. All fund balances reserve requirements are at the appropriate level.

STAFF RECOMMENDATION:

Approve 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 AMENDING THE FISCAL YEAR 2019-2020 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2018-2019 TO THE FISCAL YEAR 2019-

2020 BUDGET; SETTING FORTH REVENUES.

Resolution No. 2019-87

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2019-2020 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2018-2019 TO THE FISCAL YEAR 2019-2020 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA AMENDING THE FISCAL YEAR 2019-2020 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2018-2019 TO THE FISCAL YEAR 2019-2020 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has certain Purchase Orders issued encumbering funds and projects initiated prior to the fiscal year commencing October 1, 2019, which remain incomplete and will carryover from fiscal year 2018-2019 into the ensuing fiscal year; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2019-R-57 approving the Annual Operating Budget for Fiscal Year 2018-2019; and

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The project carryover funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit A. attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2019-2020 budget.

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. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2019 through September 30, 2020. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2019.

Exhibit "A"

PROPOSED FY 2019 - 2020 BUDGET ADMEN

REVENUES AND EXPENSES FY 2019 - 2020	REVENUE	EXPENSE
001 - GENERAL FUND	**$ 163,547**	**$ 163,547**
002 - LOGT 2nd	$ 228,744	$ 228,744
130 - CRA	**$ 1,245,756**	**$ 1,245,756**
135 - CRA FOUNTAIN HEAD		$ -
139 - CRA CAPITAL PROJECTS	$ 1,245,756	$ 1,245,756
301 - GENERAL CAPITAL PROJECTS	$ 2,534,835	$ 2,534,835
400 - WATER & SEWER	**$ 223,418**	**$ 223,418**
407 - WATER & SEWER R & R	$ 895,569	$ 895,569
460 - STORMWATER	**$ 4,080**	**$ 4,080**
461 - STORMWATER CAPITAL	$ 2,100,230	$ 2,100,230
495 - SOLID WASTE	$ 5,610	$ 5,610
501 - INFORMATION TECHNOLOGY	$ 51,000	$ 51,000
TOTAL ALL FUNDS	**$ 8,698,545**	**$ 8,698,545**

FY2019 Project, Encumbrance and Reserve Budgets								
GL Account	**Project to Date Budget**	**2019 Budget**	**Project to Date Expenditures**	**2019 Expenditures**	**Adjustment**	**Project FY2019 Balance**	**Project#**	**Project Description**
1-8110-580.64-00	22,119.00	22,119.00	-	-	-	22,119.00	19BG14	REPLACEMENT FOR V#135
1-8110-580.49.30					39,270.00	39,270.00		IT PROJECT CARRYOVER
1-8110-581.99-10		208,953.00			(106,795.00)	102,158.00		CONTINGENCY
					Fund 001 Total	**163,547.00**		
002-8110-580.46-01	-	578,000.00	349,256.39	349,256.39	-	228,744.00	19ST01	Road Resurfacing FY19
					Fund 002 Total	**228,744.00**		
130-8110-581.01-39					1,245,756.00	1,245,756.00		CAPITAL FUND 139 CARRYOVER
					Fund 130 Total	**1,245,756.00**		
139-8110-580.34-00	705,747.00	705,747.00	706,062.17	706,062.17	-	-	13ST03	OVER-UNDERGRND CONVERSION
139-8110-580.63-00	894,253.00	894,253.00	637,627.64	637,627.64	-	256,626.00	13ST03	OVER-UNDERGRND CONVERSION
139-8110-580.63-00	-	1,000,000.00	10,869.62	10,869.62	-	989,130.00	PKLBLL	PICKLE BALL-HOLLYLAND
					Fund 139 Total	**1,245,756.00**		
301-8110-580.62-00	90,752.00	90,752.00	23,148.42	23,148.42	-	67,604.00	19BG01	CITY HALL ROOF
301-8110-580.62-00	51,000.00	51,000.00	34,000.00	34,000.00	-	17,000.00	19BG04	DOG FANCIERS ROOF
301-8110-580.62-00	56,398.00	56,398.00	-	-	-	56,398.00	19BG12	PW Admin Roof FY19
301-8110-580.62-00	100,000.00	100,000.00	-	-	-	100,000.00	19BG08	Ross Point Bathrooms
301-8110-580.62-00	14,000.00	14,000.00	14,000.00	14,000.00	-	-	19WW03	RE-ROOF MCC#1
301-8110-580.63-00	1,259,493.00	1,259,493.00	876,561.99	876,561.99	-	382,931.00	19BG06	SUNRISE PARK-BOAT RAMP
301-8110-580.63-00	-	800,000.00	12,500.00	12,500.00	-	787,500.00	19BG07	SUNRISE PARK-N PIER
301-8110-580.63-00	-	-	-	-	-	-	19BG09	SunrisePrk N SouthSeaWall
301-8110-580.63-00	-	800,000.00	-	-	-	800,000.00	19BG10	SunrisePrkN NorthSeaWall
301-8110-580.64-00	500,000.00	395,149.00	162,770.00	71,746.64	-	323,402.00	18NAVA	HTE UPGRADE TO NAVALINE
					Fund 301 Total	**2,534,835.00**		

FY2019 Project, Encumbrance and Reserve Budgets								
GL Account	**Project to Date Budget**	**2019 Budget**	**Project to Date Expenditures**	**2019 Expenditures**	**Adjustment**	**Project FY2019 Balance**	**Project#**	**Project Description**
400-3010-533.49-30					1,020.00	1,020.00		IT PROJECT CARRYOVER
400-3020-533.49-30					1,020.00	1,020.00		IT PROJECT CARRYOVER
400-8110-580.64-00	19,878.00	19,878.00	-	-	-	19,878.00	19WA05	REPLACEMENT FOR V#22
400-8110-580.64-00	22,000.00	22,000.00	-	-	-	22,000.00	19WW13	REPLACEMENT FOR V#848
400-8110-580.64-00	21,000.00	21,000.00	-	-	-	21,000.00	19WW14	REPLACEMENT FOR V#47
400-8110-580.64-00	8,500.00	8,500.00	-	-	-	8,500.00	19WW15	REPLACEMENT FOR V#39 ATV
400-8110-581.99-10	(24,248.00)	150,000.00	-	-	-	150,000.00		CONTINGENCY
					Fund 400 Total	**223,418.00**		
407-8110-580.62-00	75,000.00	75,000.00	-	-	-	75,000.00	19WA04	PW ADMIN BUILDING ROOF
407-8110-580.62-00	65,000.00	65,000.00	17,450.00	17,450.00	-	47,550.00	19WW03	RE-ROOF MCC#1
407-8110-580.63-00	736,529.00	736,529.00	594,078.95	594,078.95	-	142,451.00	18WA01	WTR MAIN REPLC FLAM/LAKWD
407-8110-580.63-00	237,480.00	237,480.00	234,730.00	234,730.00	-	2,750.00	18WW02	LIFT STN #3 REHABILITATIO
407-8110-580.63-00	293,288.00	293,288.00	23,180.00	23,180.00	-	270,108.00	19WW05	LIFTSTATION #13
407-8110-580.63-00	77,500.00	77,500.00	-	-	-	77,500.00	19WW04	LIFTSTATION #11
407-8110-580.63-00	125,000.00	180,210.00	-	-	-	180,210.00	19WW12	Diesel Fuel Tank
407-8110-580.63-00	100,000.00	100,000.00	-	-	-	100,000.00	19WA02	Water Plant Media Filter
					Fund 407 Total	**895,569.00**		
460-3080-538.49-30					4,080.00	4,080.00		IT PROJECT CARRYOVER
					Fund 460 Total	**4,080.00**		

FY2019 Project, Encumbrance and Reserve Budgets

GL Account	Project to Date Budget	2019 Budget	Project to Date Expenditures	2019 Expenditures	Adjustment	Project FY2019 Balance	Project#	Project Description
461-8110-580.63-00	186,000.00	186,000.00	16,783.00	16,783.00	-	169,217.00	19SW01	FLOMICH ST PIPE REPLACE
461-8110-580.63-00	330,000.00	330,000.00	28,150.00	28,150.00	-	301,850.00	19SW02	ESPANOLA AVE DRAINAGE
461-8110-580.63-00	155,000.00	150,000.00	17,000.00	17,000.00	-	133,000.00	19SW03	STATE AVE DRAINAGE
461-8110-580.63-00	200,000.00	200,000.00	16,300.00	16,300.00	-	183,700.00	19SW04	TUSCALOOSA AVE DRAINAGE
461-8110-580.63-00	1,412,700.00	1,412,700.00	100,237.04	100,237.04	-	1,312,463.00	19SW06	CORDOVA AVE DRAINAGE
					Fund 461 Total	**2,100,230.00**		
495-3040-516.49-30					5,610.00	5,610.00		IT PROJECT CARRYOVER
					Fund 495 Total	**5,610.00**		
501-8110-580.6400	45,000.00	45,000.00	-	-		45,000.00	19IT03	Phone System Upgrade
501-8110-580.6400	6,000.00	6,000.00	-	-		6,000.00	19IT01	Media Presentation Device
					Fund 501 Total	**51,000.00**		
					Total	**8,698,545.00**		

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **December 10, 2019**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Roadway Marking and Striping of the Holly Hill Streets Using Seminole County Contract IFB-603176-18/BJC; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2019-R-88**
APPLICANT:
PLANNER:

<u>DISCUSSION</u>:

This Resolution authorizes the City Manager to enter into a piggyback agreement with Fausnight Stripe & Line, Inc., under Seminole County Contract IFB-603176-18/BJC for the roadway marking and striping of the Holly Hill streets that have recently been resurfaced. Fausnight Strip & Line, Inc., is to provide all materials, delivery, labor, transportation, coordination and incidentals for roadway markings and striping services.

This agreement took effect August 13, 2018 and continues for a period of three (3) years and at the sole option of Seminole County, may be renewed for two (2) successive periods not to exceed one (1) year each.

Following are the street areas to be marked and striped within the City of Holly Hill:

Riverside Dr. from Sickler Drive to City limit a little north of Granada St.
Daytona Ave. from Mason Ave. to Granada St.
Center Ave. from south City limit between 3rd St. and Brentwood Dr. to dead end by golf course at Eagle Dr. and Peacock Rd.
2nd St. from Riverside Dr. to railroad tracks
3rd St. from Riverside Dr. to Nova Rd.
4th St from Riverside Dr. to Daytona Ave. and then Dorothy Ave. to Center St.
5th St. from Riverside Dr. to Ridgewood Ave.
6th St east of Center Ave. from Burleigh Ave. to Center St.
7th St east of Ridgewood Ave. from Riverside Dr. to Ridgewood Ave.
8th St. from Riverside Dr. to Nova Rd.
10th St. from Riverside Dr. to Nova Rd.
Calle Grande St. from Ridgewood Ave. to a little west of State Ave. then from west side of arches to west of Riviera Estates

<u>Current City of Holly Hill Purchasing Policies and Procedures</u>

Policy 2.39 Other Government Entities Contracts States:

“the city may use (piggy-back) any other Government entity’s open contracts that has competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing, Regulations".

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.).

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by Seminole County is the most economically advantageous way for the City to procure these services.

FISCAL ANALYSIS:

All purchases under this contract will be completed according to the FY 19/20 in the amount of $94,453.80.

STAFF RECOMMENDATION:

That the City Commission 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.

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:

APPROVING THE PIGGY-BACK AGREEMENT AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PIGGY-BACK AGREEMENT WITH FAUSNIGHT STRIPE & LINE, INC.

ATTACHMENTS:

- Fausnight Bid-Pavement-Markings (PDF)
- ifb-603176-18_tc (PDF)

Resolution No. 2019-88

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE ROADWAY MARKING AND STRIPING OF THE HOLLY HILL STREETS USING SEMINOLE COUNTY CONTRACT IFB-603176-18/BJC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE ROADWAY MARKING AND STRIPING OF THE HOLLY HILL STREETS USING SEMINOLE COUNTY CONTRACT IFB-603176-18/BJC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to have the recently resurfaced road marked and striped using the Seminole County contract IFB-603176-18/BJC, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental 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, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to (i) authorize and approve the form of the contract by the Seminole County, any exhibits attached thereto, and any other related documents and, (ii) the execution and delivery of the documents and (iii) provide additional limited general authority; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the Seminole County, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City has performed all acts, conditions, and things relating to the acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City.

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

SECTION 1: Pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

SECTION 2. DEFINITIONS. As used herein:

(a). "City" means the City of Holly Hill, Florida.

(b). "City Manager" means the City Manager of the City or designee.

(c). "Clerk" means the Clerk of the City or designee.

(d). "Finance Director" means the Finance Director of the City.

(e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.

(f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. FINDINGS AND AWARDS.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with Fausnight Stripe & line Inc. for the roadway marking and striping.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contract with Fausnight for the roadway marking and striping.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto are hereby approved. The Mayor is hereby authorized to execute said agreement for roadway marking and striping in substantially the forms attached hereto.

SECTION 5. Additional Authorizations Concerning the Scope of services and Contract. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for roadway marking and striping.

SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2019.

Fausnight
STRIPE & LINE INC.
910 Charles Street
Longwood, FL 32750
(407) 261-5446 * Fax (407) 261-5449

PROPOSAL

PHONE	FAX	DATE
(386) 248-9456		11/25/19
	PROPOSAL #	19-1074

JOB NAME/LOCATION
City of Holly Hill - Streets Striping
12 Streets
Piggy-Back Seminole County Contract
City Emailed Street List
Revised Per Email From Shawn Hebert 11/19/19

TO City of Holly Hill

Attention: Shawn Hehert
shebert@hollyhillfl.org

We hereby submit specifications and estimates for:

Item	Description	Quantity	U/M	Unit Price	Amount
Riverside Dr:	***From Sickler Drive to City limit a little north of Granada St***				
711-11-121	Thermoplastic Standard White Solid 6"	25,500	LF	$ 0.72	$ 18,360.00
711-11-131	Thermoplastic Standard White Skip 6" 10-30	800	LF	$ 0.78	$ 624.00
711-11-141	Thermoplastic Standard White Skip 6" 6-10	200	LF	$ 0.84	$ 168.00
711-11-123	Thermoplastic Standard White Solid 12"	1,750	LF	$ 2.05	$ 3,587.50
711-11-124	Thermoplastic Standard White Solid 18"	60	LF	$ 2.40	$ 144.00
711-11-125	Thermoplastic Standard White Solid 24"	120	LF	$ 4.20	$ 504.00
711-11-221	Thermoplastic Standard Yellow Solid 6"	25,500	LF	$ 0.68	$ 17,340.00
711-11-224	Thermoplastic Standard Yellow Solid 18"	200	LF	$ 2.90	$ 580.00
711-11-160-C	Thermoplastic Message, MERGE	2	EA	$ 85.00	$ 170.00
711-11-160-L	Thermoplastic Message, ONLY	2	EA	$ 90.00	$ 180.00
711-11-160-M	Thermoplastic Message, STOP	2	EA	$ 75.00	$ 150.00
711-11-170	Thermoplastic Standard White Arrow	15	EA	$ 68.00	$ 1,020.00
				Subtotal	**$ 42,827.50**
	Option:				
706-3	Retro-Reflective Pavement Markers	730	EA	$ 3.00	$ 2,190.00
Daytona Ave:	***From Mason Ave to Granada St***				
710-11-123	Painted Pvmt Marking White Solid 12"	1,400	LF	$ 0.50	$ 700.00
710-11-125	Painted Pvmt Marking White Solid 24"	335	LF	$ 1.60	$ 536.00
710-11-221	Painted Pvmt Marking Yellow Solid 6"	26,000	LF	$ 0.22	$ 5,720.00
710-11-160	Painted Pvmt Marking White Message - Stop	10	EA	$ 30.00	$ 300.00
				Subtotal	**$ 7,256.00**
	Option:				
706-3	Retro-Reflective Pavement Markers	650	EA	$ 3.00	$ 1,950.00
Center Ave:	***From South City limit between 3rd and Brentwood to Dead end by Golf Course at Eagle and Peacock***				
711-11-123	Thermoplastic Standard White Solid 12"	4,470	LF	$ 2.05	$ 9,163.50
711-11-125	Thermoplastic Standard White Solid 24"	510	LF	$ 4.20	$ 2,142.00
~~711-11-221~~	~~Thermoplastic Standard Yellow Solid 6"~~	~~23,500~~	~~LF~~	~~$ 0.68~~	~~$ 15,980.00~~
711-11-224	Thermoplastic Standard Yellow Solid 18"	700	LF	$ 2.90	$ 2,030.00
711-11-160-B	Thermoplastic Message, SCHOOL	4	EA	$ 105.00	$ 420.00
711-11-160-M	Thermoplastic Message, STOP	12	EA	$ 75.00	$ 900.00
711-11-170	Thermoplastic Standard White Arrow	3	EA	$ 68.00	$ 204.00
				Subtotal	**$ ~~30,839.50~~** $14,859.50
	Option:				
706-3	Retro-Reflective Pavement Markers	630	EA	$ 3.00	$ 1,890.00

File: 19-1074 City of Holly Hill - Streets Striping.xls

Attachment: Fausnight Bid-Pavement-Markings (2019-R-88 : Approval to Piggy-Back Seminole County Contract IFB-603176-18/BJC for

Fausnight
STRIPE & LINE INC.
910 Charles Street
Longwood, FL 32750
(407) 261-5446 * Fax (407) 261-5449

PROPOSAL

PHONE	FAX	DATE
(386) 248-9456		11/25/19
	PROPOSAL #	19-1074

JOB NAME/LOCATION
City of Holly Hill - Streets Striping
12 Streets
Piggy-Back Seminole County Contract
City Emailed Street List
Revised Per Email From Shawn Hebert 11/19/19

TO City of Holly Hill

Attention: Shawn Hehert
shebert@hollyhillfl.org

We hereby submit specifications and estimates for:

Item	Description	Quantity	U/M	Unit Price	Amount
2nd ST:	***From Riverside to Railroad tracks***				
710-11-123	Painted Pvmt Marking White Solid 12"	930	LF	$ 0.50	$ 465.00
710-11-125	Painted Pvmt Marking White Solid 24"	18	LF	$ 1.60	$ 28.80
710-11-221	Painted Pvmt Marking Yellow Solid 6"	4,600	LF	$ 0.22	$ 1,012.00
710-11-160	Painted Pvmt Marking White Message - Stop	4	EA	$ 30.00	$ 120.00
710-11-160	Painted Pvmt Marking White Message - RXR	1	EA	$ 50.00	$ 50.00
				Subtotal	**$ 1,675.80**
	Option:				
706-3	Retro-Reflective Pavement Markers	120	EA	$ 3.00	$ 360.00
3rd ST:	***From Riverside to Nova Rd***				
710-11-121	Painted Pvmt Marking White Solid 6"	100	LF	$ 0.22	$ 22.00
710-11-123	Painted Pvmt Marking White Solid 12"	1,150	LF	$ 0.50	$ 575.00
710-11-125	Painted Pvmt Marking White Solid 24"	360	LF	$ 1.60	$ 576.00
710-11-221	Painted Pvmt Marking Yellow Solid 6"	14,200	LF	$ 0.22	$ 3,124.00
710-11-160	Painted Pvmt Marking White Message - Stop	2	EA	$ 30.00	$ 60.00
710-11-160	Painted Pvmt Marking White Message - RXR	2	EA	$ 50.00	$ 100.00
710-11-170	Painted Pvmt Marking White Arrow	3	EA	$ 50.00	$ 150.00
				Subtotal	**$ 4,607.00**
	Option:				
706-3	Retro-Reflective Pavement Markers	360	EA	$ 3.00	$ 1,080.00
4th ST:	***From Riverside to Daytona Ave and then Dorothy Av to Center St***				
710-11-123	Painted Pvmt Marking White Solid 12"	160	LF	$ 0.50	$ 80.00
710-11-125	Painted Pvmt Marking White Solid 24"	90	LF	$ 1.60	$ 144.00
710-11-221	Painted Pvmt Marking Yellow Solid 6"	3,400	LF	$ 0.22	$ 748.00
710-11-160	Painted Pvmt Marking White Message - Stop	1	EA	$ 30.00	$ 30.00
				Subtotal	**$ 1,002.00**
	Option:				
706-3	Retro-Reflective Pavement Markers	95	EA	$ 3.00	$ 285.00
5th ST:	***From Riverside to US1***				
710-11-123	Painted Pvmt Marking White Solid 12"	100	LF	$ 0.50	$ 50.00
710-11-125	Painted Pvmt Marking White Solid 24"	50	LF	$ 1.60	$ 80.00
710-11-221	Painted Pvmt Marking Yellow Solid 6"	3,800	LF	$ 0.22	$ 836.00
				Subtotal	**$ 966.00**
	Option:				
706-3	Retro-Reflective Pavement Markers	95	EA	$ 3.00	$ 285.00

File: 19-1074 City of Holly Hill - Streets Striping.xls

Fausnight
STRIPE & LINE INC.

PROPOSAL

910 Charles Street
Longwood, FL 32750
(407) 261-5446 * Fax (407) 261-5449

PHONE	FAX	DATE
(386) 248-9456		11/25/19
	PROPOSAL #	19-1074

JOB NAME/LOCATION
City of Holly Hill - Streets Striping
12 Streets
Piggy-Back Seminole County Contract
City Emailed Street List
Revised Per Email From Shawn Hebert 11/19/19

TO City of Holly Hill

Attention: Shawn Hehert
shebert@hollyhillfl.org

We hereby submit specifications and estimates for:

Item	Description	Quantity	U/M	Unit Price	Amount
6th ST East of Center Ave:	***From Burleigh Av to Center St***				
710-11-125	Painted Pvmt Marking White Solid 24"	165	LF	$ 1.60	$ 264.00
710-11-221	Painted Pvmt Marking Yellow Solid 6"	8,400	LF	$ 0.22	$ 1,848.00
710-11-160	Painted Pvmt Marking White Message - Stop	1	EA	$ 30.00	$ 30.00
710-11-160	Painted Pvmt Marking White Message - RXR	2	EA	$ 50.00	$ 100.00
				Subtotal	**$ 2,242.00**
	Option:				
706-3	Retro-Reflective Pavement Markers	210	EA	$ 3.00	$ 630.00
7th ST East of US1:	From Riverside to US1				
710-11-123	Painted Pvmt Marking White Solid 12"	100	LF	$ 0.50	$ 50.00
710-11-125	Painted Pvmt Marking White Solid 24"	75	LF	$ 1.60	$ 120.00
710-11-221	Painted Pvmt Marking Yellow Solid 6"	2,900	LF	$ 0.22	$ 638.00
710-11-160	Painted Pvmt Marking White Message - Stop	2	EA	$ 30.00	$ 60.00
				Subtotal	**$ 868.00**
	Option:				
706-3	Retro-Reflective Pavement Markers	75	EA	$ 3.00	$ 225.00
8th ST:	***From Riverside to Nova Rd***				
710-11-123	Painted Pvmt Marking White Solid 12"	290	LF	$ 0.50	$ 145.00
710-11-125	Painted Pvmt Marking White Solid 24"	255	LF	$ 1.60	$ 408.00
710-11-221	Painted Pvmt Marking Yellow Solid 6"	15,500	LF	$ 0.22	$ 3,410.00
710-11-160	Painted Pvmt Marking White Message - Stop	3	EA	$ 30.00	$ 90.00
710-11-160	Painted Pvmt Marking White Message - RXR	2	EA	$ 50.00	$ 100.00
710-11-170	Painted Pvmt Marking White Arrow	3	EA	$ 50.00	$ 150.00
				Subtotal	**$ 4,303.00**
	Option:				
706-3	Retro-Reflective Pavement Markers	390	EA	$ 3.00	$ 1,170.00
10th ST:	***From Riverside to Nova Rd***				
710-11-123	Painted Pvmt Marking White Solid 12"	290	LF	$ 0.50	$ 145.00
710-11-125	Painted Pvmt Marking White Solid 24"	255	LF	$ 1.60	$ 408.00
710-11-221	Painted Pvmt Marking Yellow Solid 6"	15,500	LF	$ 0.22	$ 3,410.00
710-11-160	Painted Pvmt Marking White Message - Stop	3	EA	$ 30.00	$ 90.00
710-11-160	Painted Pvmt Marking White Message - RXR	2	EA	$ 50.00	$ 100.00
710-11-170	Painted Pvmt Marking White Arrow	3	EA	$ 50.00	$ 150.00
				Subtotal	**$ 4,303.00**
	Option:				
706-3	Retro-Reflective Pavement Markers	390	EA	$ 3.00	$ 1,170.00

File: 19-1074 City of Holly Hill - Streets Striping.xls

Fausnight
STRIPE & LINE INC.
910 Charles Street
Longwood, FL 32750
(407) 261-5446 * Fax (407) 261-5449

PROPOSAL

PHONE	FAX	DATE
(386) 248-9456		11/25/19
	PROPOSAL #	19-1074

JOB NAME/LOCATION
City of Holly Hill - Streets Striping
12 Streets
Piggy-Back Seminole County Contract
City Emailed Street List
Revised Per Email From Shawn Hebert 11/19/19

TO City of Holly Hill

Attention: Shawn Hehert
shebert@hollyhillfl.org

We hereby submit specifications and estimates for:

Item	Description	Quantity	U/M	Unit Price	Amount
Calle Grande ST:	*From US1 to a little west of State Ave then from West side of Arches to West of Riviera Est*				
710-11-121	Painted Pvmt Marking White Solid 6"	200	LF	$ 0.22	$ 44.00
710-11-123	Painted Pvmt Marking White Solid 12"	400	LF	$ 0.50	$ 200.00
710-11-125	Painted Pvmt Marking White Solid 24"	75	LF	$ 1.60	$ 120.00
710-11-221	Painted Pvmt Marking Yellow Solid 6"	9,500	LF	$ 0.22	$ 2,090.00
710-11-160	Painted Pvmt Marking White Message - School	150	EA	$ 40.00	$ 6,000.00
710-11-160	Painted Pvmt Marking White Message - RXR	2	EA	$ 50.00	$ 100.00
710-11-170	Painted Pvmt Marking White Arrow	3	EA	$ 50.00	$ 150.00
				Subtotal	**$ 8,704.00**
	Option:				
706-3	Retro-Reflective Pavement Markers	280	EA	$ 3.00	$ 840.00

Notes:
1. Quantities are estimated high for P.O. Billing will be based on actual quantities installed.
2. Crosswalks at intersections may be quoted to either crossing street - not duplicated.

$ 93,613.80
WITH OPTION 94,453.80

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Total: **AS ABOVE**
Terms: Net 30
Proposal Valid for 90 Days

Authorized Signature: Mike Bonacci

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance　　　　Signature

CONTACTS:		
	Estimating Department	estimating@fausnight.com
	Phil Fausnight, President/Contracts Administrator	phil@fausnight.com
	John Bruce, Project Coordinator/Scheduling	john.bruce@fausnight.com
	Cris Mercedes, Gen Admin, Insurance, Submittals	cris@fausnight.com

File: 19-1074 City of Holly Hill - Streets Striping.xls

FIRST AMENDMENT TO TERM CONTRACT FOR ROADWAY MARKINGS, STRIPING AND BRICK TEXTURE SURFACING (IFB-603176-18/BJC)

THIS FIRST AMENDMENT is made and entered into this 28th day of August, 2018 and is to that certain Agreement made and entered into on the 20th day of July, 2018, between **FAUSNIGHT STRIPE AND LINE, INC.**, whose address is 910 Charles Street, Longwood, Florida 32750, in this Amendment referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY."

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on July 20, 2018, to provide all materials, delivery, labor, transportation, coordination, and incidentals for roadway markings, striping, and brick texture surfacing services for the Traffic Engineering Division; and

WHEREAS, the parties desire to amend the Agreement in order to Exhibit A, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the First Agreement as follows:

1. The Fee Schedule portion of Exhibit A to the Agreement is deleted and replaced by the Fee Schedule attached to this First Amendment. The Scope of Services portion of Exhibit A to the Agreement remains unchanged.

2. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ATTEST:

Sherri L. Rutosky

SHERRI L. RUTOSKY, Secretary

, President

(CORPORATE SEAL)

Patricia J. Coble

Witness

PATRICIA J. COBLE

Print Name

Tammy Roberts

Witness

Tammy Roberts

Print Name

FAUSNIGHT STRIPE AND LINE, INC.

By: Phillip J. Fausnight

PHILLIP J. FAUSNIGHT, President

Date: 8/28/2018

SEMINOLE COUNTY, FLORIDA

By: Betsy Cohen

RAY HOOPER, Purchasing and Contracts Manager

Date: 8/28/18

For the use and reliance of Seminole County only.

Within the authority delegated by the County Manager pursuant to Section 3.554, Seminole County Administrative Code.

Approved as to form and legal sufficiency.

David G. Shields

County Attorney

DGS/dre
8/27/2018
Attachment:
Exhibit A – Fee Schedule
T:\Users\Legal Secretary CSB\Purchasing 2018\IFB-603176 FAUSNIGHT 1ST AM.docx

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP I - SIGNING / DELINEATORS								
1	700-1-11	N	Single Post Sign, F&I Ground Mount, Up to 12 SF	F/I	20	AS	$ 225.00	$ 4,500.00
2	700-1-12	N	Single Post Sign, F&I Ground Mount, 12-20 SF	F/I	5	AS	$ 440.00	$ 2,200.00
3	700-1-13	N	Single Post Sign, F&I Ground Mount, 21-30 SF	F/I	5	AS	$ 500.00	$ 2,500.00
4	700-1-14	N	Single Post Sign, F&I Ground Mount, 31+ SF	F/I	5	AS	$ 520.00	$ 2,600.00
5	700-1-18	N	Single Post Sign, F&I Ground Mount, In- Street Flexible Post Sign	F/I	25	AS	$ 210.00	$ 5,250.00
6	700-1-50	N	Single Post Sign, Relocate		25	AS	$ 80.00	$ 2,000.00
7	700-1-60	N	Single Post Sign, Remove		50	AS	$ 50.00	$ 2,500.00
8	700-3-101	M	Sign Panel, F&I Ground Mount, Up to 12 SF	F/I	10	EA	$ 100.00	$ 1,000.00
9	700-3-102	M	Sign Panel, F&I Ground Mount, Up to 12-20 SF	F/I	20	EA	$ 130.00	$ 2,600.00
10	705-11-1	N	Delineator, Flexible Tubular	F/I	30	EA	$ 55.00	$ 1,650.00
11	705-11-3	N	Delineator, Flexible High Visibility Median	F/I	25	EA	$ 240.00	$ 6,000.00
Sub - Total Group I								$ 32,800.00

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP II - STANDARD PAINT								
12	710-11-121	Y	Painted Pavement Markings, Standard, White, Solid, 6"	F/I	25,000	LF	$ 0.22	$ 5,500.00
13	710-11-122	Y	Painted Pavement Markings, Standard, White, Solid, 8"	F/I	1,000	LF	$ 0.25	$ 250.00
14	710-11-123	Y	Painted Pavement Markings, Standard, White, Solid, 12"	F/I	5,000	LF	$ 0.50	$ 2,500.00
15	710-11-124	Y	Painted Pavement Markings, Standard, White, Solid, 18"	F/I	1,000	LF	$ 0.55	$ 550.00
16	710-11-125	Y	Painted Pavement Markings, Standard, White, Solid, 24"	F/I	1,000	LF	$ 1.60	$ 1,600.00
17	710-11-131	Y	Painted Pavement Markings, Standard, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	600	LF	$ 0.26	$ 156.00
18	710-11-141	Y	Painted Pavement Markings, Standard, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	300	LF	$ 0.30	$ 90.00
19	710-11-143	Y	Painted Pavement Markings, Standard, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	100	LF	$ 0.58	$ 58.00
20	711-11-190	Y	Painted Pavement Markings, Standard, White, Island Nose	F/I	500	SF	$ 0.60	$ 300.00
21	710-11-221	Y	Painted Pavement Markings, Standard, Yellow, Solid, 6"	F/I	25,000	LF	$ 0.22	$ 5,500.00
22	710-11-224	Y	Painted Pavement Markings, Standard, Yellow, Solid, 18"	F/I	1,000	LF	$ 0.55	$ 550.00
23	710-11-231	Y	Painted Pavement Markings, Standard, Yellow, Skip, 6"	F/I	300	LF	$ 0.26	$ 78.00
24	710-11-241	Y	Painted Pavement Markings, Standard, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	150	LF	$ 0.30	$ 45.00
25	711-11-290	Y	Painted Pavement Markings, Standard, Yellow, Island Nose	F/I	1,500	SF	$ 0.60	$ 900.00
26	710-11-321	Y	Painted Pavement Markings, Standard, Black, Solid, 6"	F/I	5,000	LF	$ 0.20	$ 1,000.00
27	710-11-421	Y	Painted Pavement Markings, Standard, Blue, Solid, 6"	F/I	1,000	LF	$ 0.40	$ 400.00
28	710-11-160-A	Y	Painted Pavement Markings, Standard, White, Message "NO PARKING OR STANDING FIRE LANE"	F/I	5	EA	$ 30.00	$ 150.00
29	710-11-160-B	Y	Painted Pavement Markings, Standard, White, Message, "SCHOOL"	F/I	10	EA	$ 40.00	$ 400.00
30	710-11-160-C	Y	Painted Pavement Markings, Standard, White,Message, "MERGE"	F/I	5	EA	$ 15.00	$ 75.00
31	710-11-160-D	Y	Painted Pavement Markings, Standard, White, Message, "YIELD"	F/I	5	EA	$ 10.00	$ 50.00

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP II - STANDARD PAINT								
32	710-11-160-E	Y	Painted Pavement Markings, Standard, White, Message, "RIGHT"	F/I	10	EA	$ 10.00	$ 100.00
33	710-11-160-F	Y	Painted Pavement Markings, Standard, White, Message, "TRAIL"	F/I	5	EA	$ 40.00	$ 200.00
34	710-11-160-G	Y	Painted Pavement Markings, Standard, White, Message, "XING"	F/I	5	EA	$ 40.00	$ 200.00
35	710-11-160-H	Y	Painted Pavement Markings, Standard, White, Message, "LEFT"	F/I	10	EA	$ 10.00	$ 100.00
36	710-11-160-J	Y	Painted Pavement Markings, Standard, White, Message, "TURN"	F/I	5	EA	$ 10.00	$ 50.00
37	710-11-160-K	Y	Painted Pavement Markings, Standard, White, Message, "LANE"	F/I	5	EA	$ 10.00	$ 50.00
38	710-11-160-L	Y	Painted Pavement Markings, Standard, White, Message, "ONLY"	F/I	5	EA	$ 50.00	$ 250.00
39	710-11-160-M	Y	Painted Pavement Markings, Standard, White, Message, "STOP"	F/I	5	EA	$ 30.00	$ 150.00
40	710-11-160-N	Y	Painted Pavement Markings, Standard, White, Message, "BUS"	F/I	5	EA	$ 10.00	$ 50.00
41	710-11-160-P	Y	Painted Pavement Markings, Standard, White, Message, "RXR"	F/I	15	EA	$ 50.00	$ 750.00
42	710-11-160-Q	Y	Painted Pavement Markings, Standard, White, Message, "MPH"	F/I	10	EA	$ 10.00	$ 100.00
43	710-11-160-R	Y	Painted Pavement Markings, Standard, White, Message, "25"	F/I	10	EA	$ 10.00	$ 100.00
44	710-11-160-S	Y	Painted Pavement Markings, Standard, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	$ 40.00	$ 200.00
45	710-11-160-T	Y	Painted Pavement Markings, Standard, White, Symbol, Helmeted Bicyclist	F/I	50	EA	$ 10.00	$ 500.00
46	710-11-160-U	Y	Painted Pavement Markings, Standard, White, Symbol, Bike Lane Arrow	F/I	50	EA	$ 10.00	$ 500.00
47	710-11-160-V	Y	Painted Pavement Markings, Standard, White, Symbol, Wheelchair Accessible, 5' Height	F/I	5	EA	$ 25.00	$ 125.00
48	710-11-160-W	Y	Painted Pavement Markings, Standard, White, Symbol, Wheelchair Accessible, 3' Height	F/I	5	EA	$ 20.00	$ 100.00
49	710-11-170	Y	Painted Pavement Markings, Standard, White, Arrow, (Single)	F/I	10	EA	$ 50.00	$ 500.00
50	710-11-170-A	Y	Painted Pavement Markings, Standard, White, Arrow, (Turn & Through)	F/I	10	EA	$ 55.00	$ 550.00
51	710-11-180	Y	Painted Pavement Markings, Standard, White, Yield Line	F/I	5	LF	$ 12.00	$ 60.00
Sub- Total Group II								$ 24,787.00

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP III - DURABLE PAINT								
52	710-12-121	N	Painted Pavement Markings, Durable Paint, White, Solid, 6"	F/I	50,000	LF	$ 0.26	$ 13,000.00
53	710-12-122	Y	Painted Pavement Markings, Durable Paint, White, Solid, 8"	F/I	1,000	LF	$ 0.45	$ 450.00
54	710-12-123	Y	Painted Pavement Markings, Durable Paint, White, Solid, 12"	F/I	20,000	LF	$ 0.65	$ 13,000.00
55	710-12-124	Y	Painted Pavement Markings, Durable Paint, White, Solid, 18"	F/I	1,000	LF	$ 0.80	$ 800.00
56	710-12-125	Y	Painted Pavement Markings, Durable Paint, White, Solid, 24"	F/I	2,500	LF	$ 1.80	$ 4,500.00
57	710-12-131	Y	Painted Pavement Markings, Durable Paint, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	1,200	LF	$ 0.30	$ 360.00
58	710-12-141	Y	Painted Pavement Markings, Durable Paint, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	600	LF	$ 0.34	$ 204.00
59	710-12-143	Y	Painted Pavement Markings, Durable Paint, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	150	LF	$ 0.73	$ 109.50
60	710-12-190	Y	Painted Pavement Markings, Durable Paint, White, Island Nose	F/I	1,000	SF	$ 0.65	$ 650.00
61	710-12-221	N	Painted Pavement Markings, Durable Paint, Yellow, Solid, 6"	F/I	50,000	LF	$ 0.26	$ 13,000.00
62	710-12-224	Y	Painted Pavement Markings, Durable Paint, Yellow, Solid, 18"	F/I	2,500	LF	$ 0.80	$ 2,000.00
63	710-12-231	Y	Painted Pavement Markings, Durable Paint, Yellow, Skip, 6"	F/I	600	LF	$ 0.30	$ 180.00
64	710-12-241	Y	Painted Pavement Markings, Durable Paint, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	300	LF	$ 0.34	$ 102.00
65	710-12-290	N	Painted Pavement Markings, Durable Paint, Yellow, Island Nose	F/I	2,500	SF	$ 0.65	$ 1,625.00
66	710-12-321	N	Painted Pavement Markings, Durable Paint Black, Solid 6"	F/I	10,000	LF	$ 0.25	$ 2,500.00
67	710-12-421	N	Painted Pavement Markings, Durable Paint, Blue, Solid, 6"	F/I	1,000	LF	$ 0.60	$ 600.00
68	710-12-160-A	Y	Painted Pavement Markings, Durable Paint, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	10	EA	$ 25.00	$ 250.00
69	710-12-160-B	Y	Painted Pavement Markings, Durable Paint, White, Message, "SCHOOL"	F/I	20	EA	$ 30.00	$ 600.00
70	710-12-160-C	Y	Painted Pavement Markings, Durable Paint, White, Message, "MERGE"	F/I	10	EA	$ 25.00	$ 250.00

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Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP III - DURABLE PAINT								
71	710-12-160-D	Y	Painted Pavement Markings, Durable Paint, White, Message, "YIELD"	F/I	10	EA	$ 20.00	$ 200.00
72	710-12-160-E	Y	Painted Pavement Markings, Durable Paint, White, Message, "RIGHT"	F/I	15	EA	$ 20.00	$ 300.00
73	710-12-160-F	Y	Painted Pavement Markings, Durable Paint, White, Message, "TRAIL"	F/I	5	EA	$ 45.00	$ 225.00
74	710-12-160-G	Y	Painted Pavement Markings, Durable Paint, White, Message, "XING"	F/I	5	EA	$ 45.00	$ 225.00
75	710-12-160-H	Y	Painted Pavement Markings, Durable Paint, White, Message, "LEFT"	F/I	15	EA	$ 20.00	$ 300.00
76	710-12-160-J	Y	Painted Pavement Markings, Durable Paint, White, Message, "TURN"	F/I	10	EA	$ 20.00	$ 200.00
77	710-12-160-K	Y	Painted Pavement Markings, Durable Paint, White, Message, "LANE"	F/I	10	EA	$ 20.00	$ 200.00
78	710-12-160-L	Y	Painted Pavement Markings, Durable Paint, White, Message, "ONLY"	F/I	10	EA	$ 25.00	$ 250.00
79	710-12-160-M	Y	Painted Pavement Markings, Durable Paint, White, Message, "STOP"	F/I	10	EA	$ 25.00	$ 250.00
80	710-12-160-N	Y	Painted Pavement Markings, Durable Paint, White, Message, "BUS"	F/I	5	EA	$ 20.00	$ 100.00
81	710-12-160-P	Y	Painted Pavement Markings, Durable Paint, White, Message, "RXR"	F/I	25	EA	$ 35.00	$ 875.00
82	710-12-160-Q	Y	Painted Pavement Markings, Durable Paint, White, Message, "MPH"	F/I	10	EA	$ 20.00	$ 200.00
83	710-12-160-R	Y	Painted Pavement Markings, Durable Paint, White, Message, "25"	F/I	10	EA	$ 15.00	$ 150.00
84	710-12-160-S	Y	Painted Pavement Markings, Durable Paint, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	$ 45.00	$ 225.00
85	710-12-160-T	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Helmeted Bicyclist	F/I	150	EA	$ 15.00	$ 2,250.00

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Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP III - DURABLE PAINT								
86	710-12-160-U	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Bike Lane Arrow	F/I	150	EA	$ 15.00	$ 2,250.00
87	710-12-160-V	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Wheelchair Accessible, 5' Height	F/I	10	EA	$ 30.00	$ 300.00
88	710-12-160-W	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Wheelchair Accessible, 3' Height	F/I	5	EA	$ 20.00	$ 100.00
89	710-12-170	Y	Painted Pavement Markings, Durable Paint, White, Arrow, (Single)	F/I	25	EA	$ 40.00	$ 1,000.00
90	710-12-170-A	Y	Painted Pavement Markings, Durable Paint, White, Arrow, (Turn & Through)	F/I	10	EA	$ 50.00	$ 500.00
91	710-12-180	Y	Painted Pavement Markings, Durable Paint, White, Yield Lines	F/I	5	LF	$ 14.00	$ 70.00
Sub- Total Group III								$ 64,350.50

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Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP IV - THERMOPLASTIC								
92	711-11-121	N	Thermoplastic, Standard, White, Solid, 6"	F/I	150,000	LF	$ 0.72	$ 108,000.00
93	711-11-122	N	Thermoplastic, Standard, White, Solid, 8"	F/I	1,500	LF	$ 1.10	$ 1,650.00
94	711-11-123	N	Thermoplastic, Standard, White, Solid, 12"	F/I	20,000	LF	$ 2.05	$ 41,000.00
95	711-11-124	N	Thermoplastic, Standard, White, Solid, 18"	F/I	1,000	LF	$ 2.40	$ 2,400.00
96	711-11-125	N	Thermoplastic, Standard, White, Solid, 24"	F/I	5,000	LF	$ 4.20	$ 21,000.00
97	711-11-131	Y	Thermoplastic, Standard, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	4,000	LF	$ 0.78	$ 3,120.00
98	711-11-141	Y	Thermoplastic, Standard, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	2,000	LF	$ 0.84	$ 1,680.00
99	711-11-143	Y	Thermoplastic, Standard, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	150	LF	$ 2.18	$ 327.00
100	711-11-221	N	Thermoplastic, Standard, Yellow, Solid, 6"	F/I	150,000	LF	$ 0.68	$ 102,000.00
101	711-11-224	N	Thermoplastic, Standard, Yellow, Solid, 18"	F/I	2,500	LF	$ 2.90	$ 7,250.00
102	711-11-231	Y	Thermoplastic, Standard, Yellow, Skip, 6"	F/I	2,000	LF	$ 0.78	$ 1,560.00
103	711-11-241	Y	Thermoplastic, Standard, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	1,000	LF	$ 0.84	$ 840.00
104	711-11-421	Y	Thermoplastic, Standard, Blue, Solid, 6"	F/I	500	LF	$ 2.50	$ 1,250.00
105	711-11-160-A	N	Thermoplastic, Standard, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	20	EA	$ 80.00	$ 1,600.00
106	711-11-160-B	N	Thermoplastic, Standard, White, Message, "SCHOOL"	F/I	150	EA	$ 105.00	$ 15,750.00
107	711-11-160-C	N	Thermoplastic, Standard, White, Message, "MERGE"	F/I	35	EA	$ 85.00	$ 2,975.00
108	711-11-160-D	N	Thermoplastic, Standard, White, Message, "YIELD"	F/I	25	EA	$ 35.00	$ 875.00
109	711-11-160-E	Y	Thermoplastic, Standard, White, Message, "RIGHT"	F/I	50	EA	$ 35.00	$ 1,750.00
110	711-11-160-F	Y	Thermoplastic, Standard, White, Message, "TRAIL"	F/I	5	EA	$ 140.00	$ 700.00
111	711-11-160-G	Y	Thermoplastic, Standard, White, Message, "XING"	F/I	5	EA	$ 140.00	$ 700.00
112	711-11-160-H	Y	Thermoplastic, Standard, White, Message, "LEFT"	F/I	50	EA	$ 35.00	$ 1,750.00
113	711-11-160-J	Y	Thermoplastic, Standard, White, Message, "TURN"	F/I	50	EA	$ 35.00	$ 1,750.00

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Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP IV - THERMOPLASTIC								
114	711-11-160-K	Y	Thermoplastic, Standard, White, Message, "LANE"	F/I	50	EA	$ 35.00	$ 1,750.00
115	711-11-160-L	N	Thermoplastic, Standard, White, Message, "ONLY"	F/I	75	EA	$ 90.00	$ 6,750.00
116	711-11-160-M	N	Thermoplastic, Standard, White, Message, "STOP"	F/I	20	EA	$ 75.00	$ 1,500.00
117	711-11-160-N	Y	Thermoplastic, Standard, White, Message, "BUS"	F/I	15	EA	$ 30.00	$ 450.00
118	711-11-160-P	N	Thermoplastic, Standard, White, Message, "RXR"	F/I	75	EA	$ 110.00	$ 8,250.00
119	711-11-160-Q	Y	Thermoplastic, Standard, White, Message, "MPH"	F/I	15	EA	$ 30.00	$ 450.00
120	711-11-160-R	Y	Thermoplastic, Standard, White, Message, "25"	F/I	15	EA	$ 25.00	$ 375.00
121	711-11-160-S	N	Thermoplastic, Standard, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	$ 160.00	$ 800.00
122	711-11-160-T	N	Thermoplastic, Standard, White, Symbol, Helmeted Bicyclist	F/I	250	EA	$ 125.00	$ 31,250.00
123	711-11-160-U	Y	Thermoplastic, Standard, White, Symbol, Bike Lane Arrow	F/I	250	EA	$ 62.00	$ 15,500.00
124	711-11-160-V	N	Thermoplastic, Standard, White, Symbol, Wheelchair Accessible, 5' Height	F/I	25	EA	$ 50.00	$ 1,250.00
125	711-11-160-W	Y	Thermoplastic, Standard, White, Symbol, Wheelchair Accessible, 3' Height	F/I	15	EA	$ 40.00	$ 600.00
126	711-11-170	M	Thermoplastic, Standard, White, Arrow, (Single)	F/I	75	EA	$ 68.00	$ 5,100.00
127	711-11-170-A	M	Thermoplastic, Standard, White, Arrow, (Turn & Through)	F/I	50	EA	$ 72.00	$ 3,600.00
128	711-11-180	N	Thermoplastic, Standard, White, Yield Line	F/I	20	LF	$ 10.00	$ 200.00
129	711-17	N	Thermoplastic, Remove Exist. Thermoplastic Pavement Markings		5,000	LF	$ 1.50	$ 7,500.00
130	711-12-121	N	Thermoplastic, Refurbishment, White, Solid, 6"	F/I	150,000	LF	$ 0.56	$ 84,000.00
131	711-12-122	N	Thermoplastic, Refurbishment, White, Solid, 8"	F/I	1,500	LF	$ 0.90	$ 1,350.00
132	711-12-123	N	Thermoplastic, Refurbishment, White, Solid, 12"	F/I	20,222	LF	$ 1.90	$ 38,421.80
133	711-12-124	N	Thermoplastic, Refurbishment, White, Solid, 18"	F/I	1,500	LF	$ 2.50	$ 3,750.00
134	711-12-125	N	Thermoplastic, Refurbishment, White, Solid, 24"	F/I	7,500	LF	$ 3.60	$ 27,000.00
135	711-12-131	Y	Thermoplastic, Refurbishment, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	4,000	LF	$ 0.62	$ 2,480.00

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1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP IV - THERMOPLASTIC								
136	711-12-141	Y	Thermoplastic, Refurbishment, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	2,000	LF	$ 0.80	$ 1,600.00
137	711-12-143	Y	Thermoplastic, Refurbishment, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	150	LF	$ 2.03	$ 304.50
138	711-12-221	N	Thermoplastic, Refurbishment, Yellow, Solid, 6"	F/I	150,000	LF	$ 0.55	$ 82,500.00
139	711-12-224	N	Thermoplastic, Refurbishment, Yellow, Solid, 18"	F/I	3,500	LF	$ 2.70	$ 9,450.00
140	711-12-231	Y	Thermoplastic, Refurbishment, Yellow, Skip, 6"	F/I	2,000	LF	$ 0.61	$ 1,220.00
141	711-12-241	Y	Thermoplastic, Refurbishment, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	1,000	LF	$ 0.80	$ 800.00
142	711-12-421	Y	Thermoplastic, Refurbishment, Blue, Solid, 6"	F/I	500	LF	$ 2.50	$ 1,250.00
143	711-12-160-A	N	Thermoplastic, Refurbishment, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	10	EA	$ 60.00	$ 600.00
144	711-12-160-B	N	Thermoplastic, Refurbishment, White, Message, "SCHOOL"	F/I	25	EA	$ 110.00	$ 2,750.00
145	711-12-160-C	N	Thermoplastic, Refurbishment, White, Message, "MERGE"	F/I	15	EA	$ 60.00	$ 900.00
146	711-12-160-D	N	Thermoplastic, Refurbishment, White, Message, "YIELD"	F/I	10	EA	$ 20.00	$ 200.00
147	711-12-160-E	Y	Thermoplastic, Refurbishment, White, Message, "RIGHT"	F/I	50	EA	$ 20.00	$ 1,000.00
148	711-12-160-F	Y	Thermoplastic, Refurbishment, White, Message, "TRAIL"	F/I	5	EA	$ 110.00	$ 550.00
149	711-12-160-G	Y	Thermoplastic, Refurbishment, White, Message, "XING"	F/I	5	EA	$ 110.00	$ 550.00
150	711-12-160-H	Y	Thermoplastic, Refurbishment, White, Message, "LEFT"	F/I	50	EA	$ 20.00	$ 1,000.00
151	711-12-160-J	Y	Thermoplastic, Refurbishment, White, Message, "TURN"	F/I	25	EA	$ 20.00	$ 500.00
152	711-12-160-K	Y	Thermoplastic, Refurbishment, White, Message, "LANE"	F/I	25	EA	$ 20.00	$ 500.00
153	711-12-160-L	N	Thermoplastic, Refurbishment, White, Message, "ONLY"	F/I	50	EA	$ 60.00	$ 3,000.00
154	711-12-160-M	N	Thermoplastic, Refurbishment, White, Message, "STOP"	F/I	10	EA	$ 45.00	$ 450.00
155	711-12-160-N	Y	Thermoplastic, Refurbishment, White, Message, "BUS"	F/I	10	EA	$ 20.00	$ 200.00
156	711-12-160-P	N	Thermoplastic, Refurbishment, White, Message, "RXR"	F/I	50	EA	$ 110.00	$ 5,500.00
157	711-12-160-Q	Y	Thermoplastic, Refurbishment, White, Message, "MPH"	F/I	10	EA	$ 20.00	$ 200.00

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Roadway Markings, Striping and Brick Texture Surfacing
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Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP IV - THERMOPLASTIC								
158	711-12-160-R	Y	Thermoplastic, Refurbishment, White, Message, "25"	F/I	10	EA	$ 20.00	$ 200.00
159	711-12-160-S	N	Thermoplastic, Refurbishment, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	$ 130.00	$ 650.00
160	711-12-160-T	N	Thermoplastic, Refurbishment, White, Symbol, Helmeted Bicyclist	F/I	125	EA	$ 60.00	$ 7,500.00
161	711-12-160-U	Y	Thermoplastic, Refurbishment, White, Symbol, Bike Lane Arrow	F/I	125	EA	$ 15.00	$ 1,875.00
162	711-12-160-V	N	Thermoplastic, Refurbishment, White, Symbol, Wheelchair Accessible, 5' Height	F/I	10	EA	$ 25.00	$ 250.00
163	711-12-160-W	Y	Thermoplastic, Refurbishment, White, Symbol, Wheelchair Accessible, 3' Height	F/I	5	EA	$ 20.00	$ 100.00
164	711-12-170	M	Thermoplastic, Refurbishment, White, Arrow, (Single)	F/I	75	EA	$ 64.00	$ 4,800.00
165	711-12-170-A	M	Thermoplastic, Refurbishment, White, Arrow, (Turn & Through)	F/I	75	EA	$ 68.00	$ 5,100.00
166	711-12-180	N	Thermoplastic, Refurbishment, White, Yield Line	F/I	25	LF	$ 15.00	$ 375.00
167	711-14-660	Y	Thermoplastic, Preformed, Multi-Color Route Shield	F/I	2	EA	$ 1,970.00	$ 3,940.00
Sub-Total Group IV								$ 702,068.30

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Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP V - MISCELLEANOUS								
168	523-1	N	Patterned Pavement Preformed Thermoplastic, Vehicular Areas, (Flint Trading or Equivalent)	F/I	2,500	SY	$ 135.00	$ 337,500.00
169	527-2-1	N	Preformed Red Thermoplastic, Detectable Warning Mat	F/I	3,500	SF	$ 15.00	$ 52,500.00
170	527-2-2	Y	Pre-Molded Red Detectabe Warning Mat (Safety Step TD Ramp Up Mat or Equilivent)	F/I	3,500	SF	$ 22.00	$ 77,000.00
171	527-3	Y	Remove Existing Detectable Warnings		1,500	SF	$ 5.00	$ 7,500.00
172	706-3	N	Retro Reflective Pavement Markers Class B (FDOT 706)	F/I	25,000	EA	$ 3.00	$ 75,000.00
173	706-1-32	N	Retro Reflective Pavement Markers (Remove)	F/I	10,000	EA	$ 0.20	$ 2,000.00
174	713-103-101	Y	Permanent Tape, White, Solid, 6" For Concrete Bridges	F/I	2,500	LF	$ 2.90	$ 7,250.00
175	713-103-201	Y	Permanent Tape, Yellow, Solid, 6" For Concrete Bridges	F/I	2,500	LF	$ 2.90	$ 7,250.00
176	999-A	N	Barrier Wall / Guardrail Markers	F/I	150	EA	$ 12.00	$ 1,800.00
177	999-B	N	Lay-out for Striping	F/I	75,000	LF	$ 0.09	$ 6,750.00
178	999-C	N	Lay-out for Symbol	F/I	100	EA	$ 16.00	$ 1,600.00
179	999-D	N	Lay-out for Message	F/I	100	EA	$ 15.00	$ 1,500.00
180	999-E	N	Clearing Dirt / Grass from Edgeline		30,000	LF	$ 0.03	$ 900.00
181	999-F	N	Temporary Tape (6" Foil Backed) Roll	F	150	LF	$ 2.00	$ 300.00
182	999-G	N	Rumble Strips 0.5" thickness 2" width	F/I	150	EA	$ 10.00	$ 1,500.00
183	999-H	Y	Small Project Minimum Charge (Job Quanities < $850.00)		5	LS	$ 850.00	$ 4,250.00
Sub Total Group V								$ 584,600.00

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Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Group Totals	Original Contract	1st Amendment	Total
GROUP I - SIGNING / DELINEATORS	$ 32,800.00	$ -	$ 32,800.00
GROUP II - STANDARD PAINT	$ 23,760.00	$ 1,027.00	$ 24,787.00
GROUP III - DURABLE PAINT	$ 62,720.00	$ 1,630.50	$ 64,350.50
GROUP IV - THERMOPLASTIC	$ 680,246.80	$ 21,821.50	$ 702,068.30
GROUP V - MISCELLEANOUS	$ 580,350.00	$ 4,250.00	$ 584,600.00
TOTAL: GROUP I- V	$ 1,379,876.80	$ 28,729.00	$ 1,408,605.80

TERM CONTRACT FOR ROADWAY MARKINGS, STRIPING AND BRICK TEXTURE SURFACING (IFB-603176-18/BJC)

THIS AGREEMENT is dated as of the 20 day of July 2018, by and between **FAUSNIGHT STRIPE AND LINE, INC.**, duly authorized to conduct business in the State of Florida, whose address is 910 Charles Street, Longwood, Florida 32750, in this Agreement referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide all materials, delivery, labor, transportation, coordination and incidentals for roadway markings, striping and brick texture surfacing services for Traffic Engineering; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide COUNTY and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services and Fee Schedule attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package and all addenda to this package. Required materials and services will be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on August 13, 2018 and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Release Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the professional services provided for under this Agreement on a Fixed Fee basis. When a Release Order is issued for a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice must be sent to:

Traffic Engineering
140 Bush Loop
Sanford, Florida 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. Upon review and approval of CONTRACTOR's invoice, COUNTY will, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

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

Section 10. Agreement and Release Order in Conflict. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement will prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state or federal agency.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this

Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States

Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Pollution Liability	$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 and/or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records and shall perform the following:

(1) Contractor shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, RHOOPER@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Traffic Engineering
140 Bush Loop
Sanford, Florida 32773

For CONTRACTOR:

Fausnight Stripe and Line, Inc.

910 Charles Street
Longwood, Florida 32750

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

Sherri Rutosky
SHERRI L. RUTOSKY, Secretary
, President

(CORPORATE SEAL)

FAUSNIGHT STRIPE AND LINE, INC.

By: Phillip J. Fausnight
PHILLIP J. FAUSNIGHT, President

Date: 7/20/2018

[Balance of this page intentionally blank; signatory page continues on Page 21.]

SEMINOLE COUNTY, FLORIDA

Erin Nichols
Witness

Erin Nichols
Print Name

Michael Guild
Witness

Michael Guild
Print Name

By: Betsy Cohen
RAY HOOPER, Purchasing and
Contracts Manager

Date: 7/20/18

For the use and reliance of
Seminole County only.

Within the authority delegated by the County Manager pursuant to Section 3.554, Seminole County Administrative Code.

Approved as to form and
legal sufficiency.

David G. Shields
County Attorney

DGS/
07/19/18
Attachments:
Exhibit A - Scope of Services and Fee Schedule
Exhibit B - Sample Release Order
T:\Users\Legal Secretary CSB\Purchasing 2018\IFB 603176 18 BJC.docx

SUBMIT BIDS TO: Seminole County 1301 E. Second Street Sanford, Florida 32771 **Attn: PURCHASING & CONTRACTS (PCD)**	**INVITATION FOR BID** And Bidder Acknowledgment
Contact: Betsy J. Cohen, CPPB Procurement Supervisor 407-665-7112 - Phone 407-665-7956 - Fax bcohen@seminolecountyfl.gov	**IFB-603176-18/BJC** **TERM CONTRACT FOR ROADWAY MARKINGS, STRIPING AND BRICK TEXTURE SURFACING**

<u>Bid Due Date</u>

<u>Date</u>: June 27, 2018 at 2:00 PM
(Eastern Standard Time)

<u>Location of Public Opening</u>:
Purchasing & Contracts Division, Conference Room
1301 E. Second Street, Sanford, FL 32771

Proposer Name: Fausnight Stripe and Line, Inc.	Federal Employer ID Number: 59-2556096
Mailing Address: 910 Charles St	If returning as a "No Submittal", state reason (**<u>If so, return only this page</u>**):
City, State, Zip: Longwood, FL 32750	
Type of Entity (**Circle one**): Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: FL List of Principals: Phillip J. Fausnight Timothy S. Fausnight	**The undersigned Bidder hereby acknowledges receipt of Addenda Numbers 0 through 0 :** Phillip J Fausnight 6/27/2018 Authorized Signature (Manual) Date
Email Address: phil@fausnight.com	Typed Name: Phillip J. Fausnight
Telephone Number: 407-261-5446	Title: President
Fax Number: 407-261-5449	Date: 06/25/2018

<u>THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID</u>

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

Part 4
Price Submittal

IFB-603176-18/BJC – TERM CONTRACT FOR ROADWAY MARKINGS, STRIPING AND BRICK TEXTURE SURFACING

Name of Bidder: Fausnight Stripe and Line, Inc.

Mailing Address: 910 Charles St

Street Address: 910 Charles St

City/State/Zip: Longwood, FL 32750

Phone Number: (407) 261-5446 FAX Number: (407) 261-5449

E-Mail Address: phil@fausnight.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will accept to enter into an Agreement with the COUNTY in the form set forth in the Release/Purchase Order and solicitation Documents.

QUANTITY - There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by Seminole County. However, the Contractor shall furnish all required goods and/or services to the County at the stated price, when and if required. The unit costs shall include all costs, including but not limited to:

- General Administrative Overhead
- Fringe and benefits
- Profit
- All documentation required for operation.
- Delivery/transportation of unit(s) to the County's delivery address
- Indirect costs, i.e., insurance, etc.
- Indirect labor costs

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP I - SIGNING / DELINEATORS								
1	700-1-11	N	Single Post Sign, F&I Ground Mount, Up to 12 SF	F/I	20	AS	$ 225.00	$ 4,500.00
2	700-1-12	N	Single Post Sign, F&I Ground Mount, 12-20 SF	F/I	5	AS	$ 440.00	$ 2,200.00
3	700-1-13	N	Single Post Sign, F&I Ground Mount, 21-30 SF	F/I	5	AS	$ 500.00	$ 2,500.00
4	700-1-14	N	Single Post Sign, F&I Ground Mount, 31+ SF	F/I	5	AS	$ 520.00	$ 2,600.00
5	700-1-18	N	Single Post Sign, F&I Ground Mount, In- Street Flexible Post Sign	F/I	25	AS	$ 210.00	$ 5,250.00
6	700-1-50	N	Single Post Sign, Relocate		25	AS	$ 80.00	$ 2,000.00
7	700-1-60	N	Single Post Sign, Remove		50	AS	$ 50.00	$ 2,500.00
8	700-3-101	M	Sign Panel, F&I Ground Mount, Up to 12 SF	F/I	10	EA	$ 100.00	$ 1,000.00
9	700-3-102	M	Sign Panel, F&I Ground Mount, Up to 12-20 SF	F/I	20	EA	$ 130.00	$ 2,600.00
10	705-11-1	N	Delineator, Flexible Tubular	F/I	30	EA	$ 55.00	$ 1,650.00
11	705-11-3	N	Delineator, Flexible High Visibility Median	F/I	25	EA	$ 240.00	$ 6,000.00
Sub- Total Group I								$ 32,800.00

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP II - STANDARD PAINT								
12	710-11-121	Y	Painted Pavement Markings, Standard, White, Solid, 6"	F/I	25,000	LF	$ 0.22	$ 5,500.00
13	710-11-122	Y	Painted Pavement Markings, Standard, White, Solid, 8"	F/I	1,000	LF	$ 0.25	$ 250.00
14	710-11-123	Y	Painted Pavement Markings, Standard, White, Solid, 12"	F/I	5,000	LF	$ 0.50	$ 2,500.00
15	710-11-124	Y	Painted Pavement Markings, Standard, White, Solid, 18"	F/I	1,000	LF	$ 0.55	$ 550.00
16	710-11-125	Y	Painted Pavement Markings, Standard, White, Solid, 24"	F/I	1,000	LF	$ 1.60	$ 1,600.00
17	710-11-221	Y	Painted Pavement Markings, Standard, Yellow, Solid, 6"	F/I	25,000	LF	$ 0.22	$ 5,500.00
18	710-11-224	Y	Painted Pavement Markings, Standard, Yellow, Solid, 18"	F/I	1,000	LF	$ 0.55	$ 550.00
19	711-11-190	Y	Painted Pavement Markings, Standard, White, Island Nose	F/I	500	SF	$ 0.60	$ 300.00
20	711-11-290	Y	Painted Pavement Markings, Standard, Yellow, Island Nose	F/I	1,500	SF	$ 0.60	$ 900.00
21	710-11-321	Y	Painted Pavement Markings, Standard, Black, Solid, 6"	F/I	5,000	LF	$ 0.20	$ 1,000.00
22	710-11-421	Y	Painted Pavement Markings, Standard, Blue, Solid, 6"	F/I	1,000	LF	$ 0.40	$ 400.00
23	710-11-160-G	Y	Painted Pavement Markings, Standard, White, Message "NO PARKING OR STANDING FIRE LANE"	F/I	5	EA	$ 30.00	$ 150.00
24	710-11-160-B	Y	Painted Pavement Markings, Standard, White, Message, "SCHOOL"	F/I	10	EA	$ 40.00	$ 400.00
25	710-11-160-C	Y	Painted Pavement Markings, Standard, White,Message, "MERGE"	F/I	5	EA	$ 15.00	$ 75.00
26	710-11-160-D	Y	Painted Pavement Markings, Standard, White, Message, "YIELD"	F/I	5	EA	$ 10.00	$ 50.00
27	710-11-160-E	Y	Painted Pavement Markings, Standard, White, Message, "RIGHT"	F/I	10	EA	$ 10.00	$ 100.00
28	710-11-160-F	Y	Painted Pavement Markings, Standard, White, Message, "LEFT"	F/I	10	EA	$ 10.00	$ 100.00
29	710-11-160-G	Y	Painted Pavement Markings, Standard, White, Message, "TURN"	F/I	5	EA	$ 10.00	$ 50.00

30	710-11-160-H	Y	Painted Pavement Markings, Standard, White, Message, "LANE"	F/I	5	EA	$ 10.00	$ 50.00
31	710-11-160-J	Y	Painted Pavement Markings, Standard, White, Message, "ONLY"	F/I	5	EA	$ 50.00	$ 250.00
32	710-11-160-K	Y	Painted Pavement Markings, Standard, White, Message, "STOP"	F/I	5	EA	$ 30.00	$ 150.00
33	710-11-160-L	Y	Painted Pavement Markings, Standard, White, Message, "BUS"	F/I	5	EA	$ 10.00	$ 50.00
34	710-11-160-M	Y	Painted Pavement Markings, Standard, White, Message, "RXR"	F/I	15	EA	$ 50.00	$ 750.00
35	710-11-160-N	Y	Painted Pavement Markings, Standard, White, Message, "MPH"	F/I	10	EA	$ 10.00	$ 100.00
36	710-11-160-P	Y	Painted Pavement Markings, Standard, White, Message, "25"	F/I	10	EA	$ 10.00	$ 100.00
37	710-11-160-Q	Y	Painted Pavement Markings, Standard, White, Symbol, Helmeted Bicyclist	F/I	50	EA	$ 10.00	$ 500.00
38	710-11-160-R	Y	Painted Pavement Markings, Standard, White, Symbol, Bike Lane Arrow	F/I	50	EA	$ 10.00	$ 500.00
39	710-11-160-S	Y	Painted Pavement Markings, Standard, White, Symbol, Handicap 5' Ht.	F/I	5	EA	$ 25.00	$ 125.00
40	710-11-160-T	Y	Painted Pavement Markings, Standard, White, Symbol, Handicap 3' Ht.	F/I	5	EA	$ 20.00	$ 100.00
41	710-11-170	Y	Painted Pavement Markings, Standard, White, Arrow, (Single)	F/I	10	EA	$ 50.00	$ 500.00
42	710-11-170-A	Y	Painted Pavement Markings, Standard, White, Arrow, (Turn & Through)	F/I	10	EA	$ 55.00	$ 550.00
43	710-11-180	Y	Painted Pavement Markings, Standard, White, Yield Line	F/I	5	LF	$ 12.00	$ 60.00
Sub- Total Group II								$ 23,760.00

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP III - DURABLE PAINT								
44	710-12-121	N	Painted Pavement Markings, Durable Paint, White, Solid, 6"	F/I	50,000	LF	$ 0.26	$ 13,000.00
45	710-12-122	Y	Painted Pavement Markings, Durable Paint, White, Solid, 8"	F/I	1,000	LF	$ 0.45	$ 450.00
46	710-12-123	Y	Painted Pavement Markings, Durable Paint, White, Solid, 12"	F/I	20,000	LF	$ 0.65	$ 13,000.00
47	710-12-124	Y	Painted Pavement Markings, Durable Paint, White, Solid, 18"	F/I	1,000	LF	$ 0.80	$ 800.00
48	710-12-125	Y	Painted Pavement Markings, Durable Paint, White, Solid, 24"	F/I	2,500	LF	$ 1.80	$ 4,500.00
49	710-12-221	N	Painted Pavement Markings, Durable Paint, Yellow, Solid, 6"	F/I	50,000	LF	$ 0.26	$ 13,000.00
50	710-12-224	Y	Painted Pavement Markings, Durable Paint, Yellow, Solid, 18"	F/I	2,500	LF	$ 0.80	$ 2,000.00
51	710-12-190	Y	Painted Pavement Markings, Durable Paint, White, Island Nose	F/I	1,000	SF	$ 0.65	$ 650.00
52	710-12-290	N	Painted Pavement Markings, Durable Paint, Yellow, Island Nose	F/I	2,500	SF	$ 0.65	$ 1,625.00
53	710-12-321	N	Painted Pavement Markings, Durable Paint Black, Solid 6"	F/I	10,000	LF	$ 0.25	$ 2,500.00
54	710-12-421	N	Painted Pavement Markings, Durable Paint, Blue, Solid, 6"	F/I	1,000	LF	$ 0.60	$ 600.00
55	710-12-160-A	Y	Painted Pavement Markings, Durable Paint, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	10	EA	$ 25.00	$ 250.00
56	710-12-160-B	Y	Painted Pavement Markings, Durable Paint, White, Message, "SCHOOL"	F/I	20	EA	$ 30.00	$ 600.00
57	710-12-160-C	Y	Painted Pavement Markings, Durable Paint, White, Message, "MERGE"	F/I	10	EA	$ 25.00	$ 250.00
58	710-12-160-D	Y	Painted Pavement Markings, Durable Paint, White, Message, "YEILD"	F/I	10	EA	$ 20.00	$ 200.00
59	710-12-160-E	Y	Painted Pavement Markings, Durable Paint, White, Message, "RIGHT"	F/I	15	EA	$ 20.00	$ 300.00
60	710-12-160-F	Y	Painted Pavement Markings, Durable Paint, White, Message, "LEFT"	F/I	15	EA	$ 20.00	$ 300.00
61	710-12-160-G	Y	Painted Pavement Markings, Durable Paint, White, Message, "TURN"	F/I	10	EA	$ 20.00	$ 200.00

62	710-12-160-H	Y	Painted Pavement Markings, Durable Paint, White, Message, "LANE"	F/I	10	EA	$ 20.00	$ 200.00
63	710-12-160-J	Y	Painted Pavement Markings, Durable Paint, White, Message, "ONLY"	F/I	10	EA	$ 25.00	$ 250.00
64	710-12-160-K	Y	Painted Pavement Markings, Durable Paint, White, Message, "STOP"	F/I	10	EA	$ 25.00	$ 250.00
65	710-12-160-L	Y	Painted Pavement Markings, Durable Paint, White, Message, "BUS"	F/I	5	EA	$ 20.00	$ 100.00
66	710-12-160-M	Y	Painted Pavement Markings, Durable Paint, White, Message, "RXR"	F/I	25	EA	$ 35.00	$ 875.00
67	710-12-160-N	Y	Painted Pavement Markings, Durable Paint, White, Message, "MPH"	F/I	10	EA	$ 20.00	$ 200.00
68	710-12-160-P	Y	Painted Pavement Markings, Durable Paint, White, Message, "25"	F/I	10	EA	$ 15.00	$ 150.00
69	710-12-160-Q	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Helmeted Bicyclist	F/I	150	EA	$ 15.00	$ 2,250.00
70	710-12-160-R	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Bike Lane Arrow	F/I	150	EA	$ 15.00	$ 2,250.00
71	710-12-160-S	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Handicap 5' Ht.	F/I	10	EA	$ 30.00	$ 300.00
72	710-12-160-T	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Handicap 3' Ht.	F/I	5	EA	$ 20.00	$ 100.00
73	710-12-170	Y	Painted Pavement Markings, Durable Paint, White, Arrow, (Single)	F/I	25	EA	$ 40.00	$ 1,000.00
74	710-12-170-A	Y	Painted Pavement Markings, Durable Paint, White, Arrow, (Turn & Through)	F/I	10	EA	$ 50.00	$ 500.00
75	710-12-180	Y	Painted Pavement Markings, Durable Paint, White, Yield Lines	F/I	5	LF	$ 14.00	$ 70.00
Sub- Total Group III								$ 62,720.00

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP IV - THERMOPLASTIC								
76	711-11-121	N	Thermoplastic, Standard, White, Solid, 6"	F/I	150,000	LF	$ 0.72	$ 108,000.00
77	711-11-122	N	Thermoplastic, Standard, White, Solid, 8"	F/I	1,500	LF	$ 1.10	$ 1,650.00
78	711-11-123	N	Thermoplastic, Standard, White, Solid, 12"	F/I	20,000	LF	$ 2.05	$ 41,000.00
79	711-11-124	N	Thermoplastic, Standard, White, Solid, 18"	F/I	1,000	LF	$ 2.40	$ 2,400.00
80	711-11-125	N	Thermoplastic, Standard, White, Solid, 24"	F/I	5,000	LF	$ 4.20	$ 21,000.00
81	711-11-221	N	Thermoplastic, Standard, Yellow, Solid, 6"	F/I	150,000	LF	$ 0.68	$ 102,000.00
82	711-11-224	N	Thermoplastic, Standard, Yellow, Solid, 18"	F/I	2,500	LF	$ 2.90	$ 7,250.00
83	711-11-421	Y	Thermoplastic, Standard, Blue, Solid, 6"	F/I	500	LF	$ 2.50	$ 1,250.00
84	711-11-160-A	N	Thermoplastic, Standard, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	20	EA	$ 80.00	$ 1,600.00
85	711-11-160-B	N	Thermoplastic, Standard, White, Message, "SCHOOL"	F/I	150	EA	$ 105.00	$ 15,750.00
86	711-11-160-C	N	Thermoplastic, Standard, White, Message, "MERGE"	F/I	35	EA	$ 85.00	$ 2,975.00
87	711-11-160-D	N	Thermoplastic, Standard, White, Message, "YEILD"	F/I	25	EA	$ 35.00	$ 875.00
88	711-11-160-E	Y	Thermoplastic, Standard, White, Message, "RIGHT"	F/I	50	EA	$ 35.00	$ 1,750.00
89	711-11-160-F	Y	Thermoplastic, Standard, White, Message, "LEFT"	F/I	50	EA	$ 35.00	$ 1,750.00
90	711-11-160-G	Y	Thermoplastic, Standard, White, Message, "TURN"	F/I	50	EA	$ 35.00	$ 1,750.00
91	711-11-160-H	Y	Thermoplastic, Standard, White, Message, "LANE"	F/I	50	EA	$ 35.00	$ 1,750.00
92	711-11-160-J	N	Thermoplastic, Standard, White, Message, "ONLY"	F/I	75	EA	$ 90.00	$ 6,750.00
93	711-11-160-K	N	Thermoplastic, Standard, White, Message, "STOP"	F/I	20	EA	$ 75.00	$ 1,500.00

94	711-11-160-L	Y	Thermoplastic, Standard, White, Message, "BUS"	F/I	15	EA	$ 30.00	$ 450.00
95	711-11-160-M	N	Thermoplastic, Standard, White, Message, "RXR"	F/I	75	EA	$ 110.00	$ 8,250.00
96	711-11-160-N	Y	Thermoplastic, Standard, White, Message, "MPH"	F/I	15	EA	$ 30.00	$ 450.00
97	711-11-160-P	Y	Thermoplastic, Standard, White, Message, "25"	F/I	15	EA	$ 25.00	$ 375.00
98	711-11-160-Q	N	Thermoplastic, Standard, White, Symbol, Helmented Bicyclist	F/I	250	EA	$ 125.00	$ 31,250.00
99	711-11-160-R	Y	Thermoplastic, Standard, White, Symbol, Bike Lane Arrow	F/I	250	EA	$ 62.00	$ 15,500.00
100	711-11-160-S	N	Thermoplastic, Standard, White, Symbol, Handicap 5' Ht.	F/I	25	EA	$ 50.00	$ 1,250.00
101	711-11-160-T	Y	Thermoplastic, Standard, White, Symbol, Handicap 3' Ht.	F/I	15	EA	$ 40.00	$ 600.00
102	711-11-170	M	Thermoplastic, Standard, White, Arrow, (Single)	F/I	75	EA	$ 68.00	$ 5,100.00
103	711-11-170-A	M	Thermoplastic, Standard, White, Arrow, (Turn & Through)	F/I	50	EA	$ 72.00	$ 3,600.00
104	711-11-180	N	Thermoplastic, Standard, White, Yield Line	F/I	20	LF	$ 10.00	$ 200.00
105	711-17	N	Thermoplastic, Remove Existing Thermoplastic Pavement Markings		5,000	LF	$ 1.50	$ 7,500.00
106	711-12-121	N	Thermoplastic, Refurbishment, White, Solid, 6"	F/I	150,000	LF	$ 0.56	$ 84,000.00
107	711-12-122	N	Thermoplastic, Refurbishment, White, Solid, 8"	F/I	1,500	LF	$ 0.90	$ 1,350.00
108	711-12-123	N	Thermoplastic, Refurbishment, White, Solid, 12"	F/I	20,222	LF	$ 1.90	$ 38,421.80
109	711-12-124	N	Thermoplastic, Refurbishment, White, Solid, 18"	F/I	1,500	LF	$ 2.50	$ 3,750.00
110	711-12-125	N	Thermoplastic, Refurbishment, White, Solid, 24"	F/I	7,500	LF	$ 3.60	$ 27,000.00
111	711-12-221	N	Thermoplastic, Refurbishment, Yellow, Solid, 6"	F/I	150,000	LF	$ 0.55	$ 82,500.00
112	711-12-224	N	Thermoplastic, Refurbishment, Yellow, Solid, 18"	F/I	3,500	LF	$ 2.70	$ 9,450.00
113	711-12-421	Y	Thermoplastic, Refurbishment, Blue, Solid, 6"	F/I	500	LF	$ 2.50	$ 1,250.00

114	711-12-160-A	N	Thermoplastic, Refurbishment, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	10	EA	$	60.00	$	600.00
115	711-12-160-B	N	Thermoplastic, Refurbishment, White, Message, "SCHOOL"	F/I	25	EA	$	110.00	$	2,750.00
116	711-12-160-C	N	Thermoplastic, Refurbishment, White, Message, "MERGE"	F/I	15	EA	$	60.00	$	900.00
117	711-12-160-D	N	Thermoplastic, Refurbishment, White, Message, "YIELD"	F/I	10	EA	$	20.00	$	200.00
118	711-12-160-E	Y	Thermoplastic, Refurbishment, White, Message, "RIGHT"	F/I	50	EA	$	20.00	$	1,000.00
119	711-12-160-F	Y	Thermoplastic, Refurbishment, White, Message, "LEFT"	F/I	50	EA	$	20.00	$	1,000.00
120	711-12-160-G	Y	Thermoplastic, Refurbishment, White, Message, "TURN"	F/I	25	EA	$	20.00	$	500.00
121	711-12-160-H	Y	Thermoplastic, Refurbishment, White, Message, "LANE"	F/I	25	EA	$	20.00	$	500.00
122	711-12-160-J	N	Thermoplastic, Refurbishment, White, Message, "ONLY"	F/I	50	EA	$	60.00	$	3,000.00
123	711-12-160-K	N	Thermoplastic, Refurbishment, White, Message, "STOP"	F/I	10	EA	$	45.00	$	450.00
124	711-12-160-L	Y	Thermoplastic, Refurbishment, White, Message, "BUS"	F/I	10	EA	$	20.00	$	200.00
125	711-12-160-M	N	Thermoplastic, Refurbishment, White, Message, "RXR"	F/I	50	EA	$	110.00	$	5,500.00
126	711-12-160-N	Y	Thermoplastic, Refurbishment, White, Message, "MPH"	F/I	10	EA	$	20.00	$	200.00
127	711-12-160-P	Y	Thermoplastic, Refurbishment, White, Message, "25"	F/I	10	EA	$	20.00	$	200.00
128	711-12-160-Q	N	Thermoplastic, Refurbishment, White, Symbol, Helmented Bicyclist	F/I	125	EA	$	60.00	$	7,500.00
129	711-12-160-R	Y	Thermoplastic, Refurbishment, White, Symbol, Bike Lane Arrow	F/I	125	EA	$	15.00	$	1,875.00
130	711-12-160-S	N	Thermoplastic, Refurbishment, White, Symbol, Handicap 5' Ht.	F/I	10	EA	$	25.00	$	250.00
131	711-12-160-T	Y	Thermoplastic, Refurbishment, White, Symbol, Handicap 3' Ht.	F/I	5	EA	$	20.00	$	100.00
132	711-12-170	M	Thermoplastic, Refurbishment, White, Arrow, (Single)	F/I	75	EA	$	64.00	$	4,800.00
133	711-12-170-A	M	Thermoplastic, Refurbishment, White, Arrow, (Turn & Through)	F/I	75	EA	$	68.00	$	5,100.00

134	711-12-180	N	Thermoplastic, Refurbishment, White, Yield Line	F/I	25	LF	$ 15.00	$ 375.00
Sub- Total Group IV								$ 680,246.80

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP V - MISCELLEANOUS								
135	523-1	N	Patterned Pavement Preformed Thermoplastic, Vehicular Areas, (Flint Trading or Equivalent)	F/I	2,500	SY	$ 135.00	$ 337,500.00
136	527-2-1	N	Preformed Red Thermoplastic, Detectable Warning Mat	F/I	3,500	SF	$ 15.00	$ 52,500.00
137	527-2-2	Y	Pre-Molded Red Detectabe Warning Mat (Safety Step TD Ramp Up Mat or Equilivent)	F/I	3,500	SF	$ 22.00	$ 77,000.00
138	527-3	Y	Remove Existing Detectable Warnings		1,500	SF	$ 5.00	$ 7,500.00
139	706-3	N	Retro Reflective Pavement Markers Class B (FDOT 706)	F/I	25,000	EA	$ 3.00	$ 75,000.00
140	706-1-32	N	Retro Reflective Pavement Markers (Remove)	F/I	10,000	EA	$ 0.20	$ 2,000.00
141	713-103-101	Y	Permanent Tape, White, Solid, 6" For Concrete Bridges	F/I	2,500	LF	$ 2.90	$ 7,250.00
142	713-103-201	Y	Permanent Tape, Yellow, Solid, 6" For Concrete Bridges	F/I	2,500	LF	$ 2.90	$ 7,250.00
143	999-A	N	Barrier Wall / Guardrail Markers	F/I	150	EA	$ 12.00	$ 1,800.00
144	999-B	N	Lay-out for Striping	F/I	75,000	LF	$ 0.09	$ 6,750.00
145	999-C	N	Lay-out for Symbol	F/I	100	EA	$ 16.00	$ 1,600.00
146	999-D	N	Lay-out for Message	F/I	100	EA	$ 15.00	$ 1,500.00
147	999-E	N	Clearing Dirt / Grass from Edgeline		30,000	LF	$ 0.03	$ 900.00
148	999-F	N	Tempory Tape (6" Foil Backed) Roll	F	150	LF	$ 2.00	$ 300.00
149	999-G	N	Rumble Strips 0.5" thickness 2" width	F/I	150	EA	$ 10.00	$ 1,500.00
Sub- Total Group V								$ 580,350.00

GROUP I	$	32,800.00
GROUP II	$	23,760.00
GROUP III	$	62,720.00
GROUP IV	$	680,246.80
GROUP V	$	580,350.00
TOTAL I-V	**$**	**1,379,876.80**

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	
REQUISITION	
REQUESTOR	
VENDOR #	

SHIP TO

VENDOR

EXHIBIT B

ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

ANALYST	

DELIVERY	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

Terms and Conditions

1. AGREEMENT. This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.

2. DELIVERY OF GOODS AND SERVICES. Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.

3. WARRANTY. Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS. This order can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. TERMINATION. The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.

6. INDEMNIFICATION. Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the County by this clause are cumulative with, and in no way affect any other legal remedy the County may have under this order or at law.

7. INSURANCE. Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or altercation related to the Supplier's Insurance Certificate. **All policies shall name Seminole County as an additional insured.**

8. INSPECTION. All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at is option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.

9. TAXES. Seminole County Government is a non-profit organization and not subject to tax.

10. FLORIDA PROMPT PAYMENT ACT. Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Clerk of the Court and Comptroller, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.

11. PAYMENT TERMS. It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.

12. PRICE PROTECTION. Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.

13. PACKAGING AND SHIPPING. Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.

14. QUANTITY. The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.

15. ASSIGNMENT. Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. EQUAL OPPORTUNITY EMPLOYER. The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.

17. RIGHT TO AUDIT RECORDS. The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.

18. FISCAL YEAR FUNDING APPROPRIATION. Unless otherwise provided by law, a order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.

19. FAILURE TO ACCEPT PURCHASE ORDER. Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.

20. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.

21. FLORIDA PUBLIC RECORDS ACT. Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, *Florida Statutes*.

Rev. 6/2017

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE:	**December 10, 2019**
FROM:	**Antoine Khoury**
SUBJECT:	**A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Expend an Additional $50,000 for Change Order #1 with SPATCO Energy Solutions to Complete the Installation of the Fuel Tank Lines and Supply Lines; Providing for Severability; and Providing for an Effective Date.**
NUMBER:	**2019-R-89**
APPLICANT:	
PLANNER:	

DISCUSSION:

Public Works is replacing the underground fuel tank for the generator that services the water and wastewater plants during emergencies due to power failures. The existing tank has reached it useful life and will not be able to insure it as required by FDEP. An Invitation to Bid (ITB) 19-PW-13 for this replacement project and the contract was awarded to SPACTO Energy Solutions.

After the installation of the tank a pressure test was done on the supply and return fuel lines to insure that they are working properly. The return fuel line has failed the pressure test which will require a replacement of those fuel supply line that are as old as the tank (30 years).

This Change Order #1 purpose is to inspect the fuel line and surrounding area, to ensure no fuel spill exists (contamination), and replace the existing pipes with fiber glass pipes and reconnect to the fuel tank and the generator.

The total additional expenditures for this project is $50,000 plus the original bid cost of $180,209.94 bringing the project total to $230,209.94.

FISCAL ANALYSIS:

The attached budget transfer along with the submitted budget Resolution will ensure that the proper funding has been secured to complete the project with Change Order #1.

STAFF RECOMMENDATION:

Authorize the City Manager approve Change Orders #1 with SPATCO Energy Solutions.

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:

AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDER #1 WITH SPATCO ENERGY SOLUTIONS.

ATTACHMENTS:

- Exhibit 'A' - Holly Hill Fuel Tank CO Proposal #1

ATTACHMENTS:

- Change-Order-1-Spatco (PDF)
- Budget Transfer Public Works 12 10 2019 (PDF)

Resolution No. 2019-89

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXPEND AN ADDITIONAL $50,000 FOR CHANGE ORDER #1 WITH SPATCO ENERGY SOLUTIONS TO COMPLETE THE INSTALLATION OF THE FUEL TANK LINES AND SUPPLY LINES; 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 EXPEND AN ADDITIONAL $50,000 FOR CHANGE ORDER #1 WITH SPATCO ENERGY SOLUTIONS TO COMPLETE THE INSTALLATION OF THE FUEL TANK LINES AND SUPPLY LINES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, budgeting for this project included a purchase order to SPATCO Energy Solutions in the amount of $49,671.08; and

WHEREAS, the City Commission approved an additional $50,000 for this project on December 10, 2019.

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 approve to expend an additional amount not to exceed $50,000 to complete the installation of the Fuel Tank and supply lines.

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 10th day of DECEMBER, 2019.

ENERGY SOLUTIONS
A BLUE RIDGE INDUSTRIES COMPANY

CITY OF HOLLY HILL
453 LPGA BLVD
HOLLY HILL FL 32117

Quotation

Number/Date
20077859 / 10/22/2019
Reference no./Date

Delivery date
Day 10/21/2019
Cust. no.
1048334
Validity period
10/21/2019 to 11/22/2019
Salesperson
276

Bill-to address
CITY OF HOLLY HILL
ATTN: ANTOINE KHOURY
PURCHASING@HOLLYHILLFL.ORG
386-248-9463
453 LPGA BLVD
HOLLY HILL FL 32117

We deliver according to the following conditions: Currency USD
Terms of payment Net 30
Terms of delivery FOB SHIPPING POINT

Contact: James Nadeau - Petroleum Sales Representative
Mobile: (904)720-7467
james.nadeau@spatco.com - www.spatco.com

Material	Qty	Price	Value
INSTALLATION PRICE **Installation - Contract Price**	**1 EA**	**48,794.51**	**48,794.51**

SPATCO ENERGY SOLUTIONS Scope of Work:

1.1 Blow back existing fuel supply and return lines, disconnect at both ends.
1.2 Excavate to the existing pipe and follow the existing path, approximately 325lf.
1.3 Remove and dispose of the existing double wall pipe up to driveway crossings, and remove only the primary pipe under the driveways.

435 Cassat Avenue Jacksonville, FL 32254
866-445-7315 904-388-7571 Fax 904-389-1864

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Material	Qty	Price	Value

1.4 Furnish and install approximately 650lf 2in Ameron LCX co-axial fiberglass pipe in the existing path, using the existing 3in secondary pipe as a chase under the drive crossings. Provide an environmental consultant for State-required soil sampling and closure reporting.
1.5 Install new fittings, flex connectors and valves at both ends of the new pipe.
1.6 Test and inspect the primary of the new pipe, install secondary fittings.
1.7 Test and inspect the secondary.
1.8 Backfill and compact the excavations with existing material.
1.9 Provide third-party precision line testing.
1.10 Clean up all construction trash and debris from work performed by SPATCO Energy Solutions.

ALTERNATES:
1. The pipe manufacturer requires the use of pea gravel or clean sand backfill around the pipe. If existing material is not suitable add 6in bedding and 12in cover over the new pipe with recommended pea gravel.

Add to Line Items Total $3,942.00 _______________

Please initial adder line if choosing Option.

NOTES:
1. Time of Construction: The estimated time of construction for the stated scope of work is (10) working days from the date of commencement of work on the project, subject to rain delays and/or other conditions not under the control of SPATCO.
2. Plans/Specifications: An amount of $0.00 for plans and specifications is included in this proposal. Amounts over $0.00 may result in additional cost to the customer.
3. Permits: An allowance of $0.00 is included in this proposal for permits. Amounts over $0.00 may result in additional cost to the customer.

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453 LPGA BLVD
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Material	Qty	Price	Value

4. This proposal is limited to the quantity of materials listed in the Scope of Work; changes in Scope of Work may result in changes to the contract amount.
5. There are no provisions in this proposal for pavement removal or installation.
6. Contaminated Water/Soil: This quotation does not include the removal and/or disposal of contaminated water and/or contaminated soils.
7. Excavation Backfill: This proposal assumes use of existing on site fill materials. See Alternate 1
8. Dewatering: Provisions for dewatering are not included in this proposal.
9. Soils from existing pipe ditch are assumed to be suitable for reuse.
10. All soils excavated and not utilized during installation will be disposed of by SPATCO.

INSTALLATION PARTS	**1 EA**	**876.57**	**876.57**
Installation - Contract Parts			

Final amount 49,671.08

****THANK YOU FOR THE OPPORTUNITY TO QUOTE****

ACCEPTANCE AND EXPIRATION. This quotation, and Seller's offer described in it, will expire on the earlier of (1) 30 days after the date listed on quotation or (2) Seller's giving Buyer written notice that Seller has withdrawn this quotation, unless Buyer accepts this quotation, without any proposed changes, by executing this quotation in the space provided below and delivering it, and the Initial Payment (defined below) to Seller before that expiration. Buyer may not accept, and Seller will have no obligations under, this quotation after it expires.

Price and Initial Payment. The price for this Quote may not include all freight charges, taxes or permits. A deposit of 25% is due and payable with and is a condition of Buyer's acceptance of this quotation. Please note the required deposit may change depending on credit approval. Should the required deposit change, Buyer has the right to cancel this order upon 1 business days notice to Seller.

Terms and Conditions of Sale. This quotation is governed solely by Seller's terms and conditions of sale which are attached to this quotation. Seller's offer described in this quotation is expressly made conditional on Buyer's acceptance of all terms in this quotation, including the terms and conditions. No term of any purchase order or other document shall become a part of the agreement between the parties or bind

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453 LPGA BLVD
HOLLY HILL FL 32117

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Seller.

Accepted By

Date: _____________ **Customer:** ___________________________

Date: _____________ **Salesman:** ___________________________

435 Cassat Avenue Jacksonville, FL 32254
866-445-7315 904-388-7571 Fax 904-389-1864

Southern Pump & Tank Company, LLC
TERMS AND CONDITIONS

1. Agreement. The agreement between Seller and Buyer (this "**Agreement**") consists of the applicable quotation signed by both parties ("**Quotation**"), the applicable statement of work signed by both parties ("**Scope**"), these terms and conditions, and the terms and conditions set forth on invoices delivered by Seller to Buyer. This Agreement shall become effective on the date Buyer executes and delivers it to Seller ("**Effective Date**"), subject to approval of Seller's credit manager.

2. Work. Seller will perform the Work on the terms and conditions of this Agreement. Seller (a) will install the Equipment at the Job Site in accordance with the current version of the American Petroleum Institute's Recommended Practice 1615-1987 (the "**API Standards**") and the Petroleum Equipment Institute's Recommended Practices for Installation of Underground Liquid Storage Systems (the "**PEI Standards**") and (b) will install all safety equipment included in the Equipment in accordance with the NFPA 30-1993 Flammable and Combustible Liquids Code or NFPA 30-A1993 Automotive and Marine Service Code, as applicable, (collectively, the "**NFPA Standards**").

3. Safety Standards. Federal, state and local laws and regulations may impose more stringent standards than the API Standards, the PEI Standards or the NFPA Standards, and Buyer's insurance carriers may require additional or different equipment. Buyer will ensure that the Work and the Equipment comply with all federal, state and local laws and regulations and with the standards set by Buyer's insurance carriers. Any changes to the Work or the Equipment to comply with any of those laws, regulations or other standards shall be made in accordance with **Section 6, Change Orders,** below. Buyer will follow all instructions and directions, and use all safety devices, provided by the manufacturers of the Equipment.

4. Price and Payments.

a. Invoices. Seller will invoice Buyer for the cost of each piece of Equipment and all related taxes, insurance and freight charges ("**Equipment Invoices**") on the earlier of (i) the delivery of that Equipment to the Job Site, or (ii) the delivery of that Equipment to Seller's warehouse for storage. Buyer will pay each Equipment Invoice within 10 days after the invoice date. Seller will invoice Buyer for all services ("**Service Invoices**") on a monthly basis, and Buyer will pay each Service Invoice within 30 days after the invoice date. Seller will give Buyer a credit against the initial amounts due under the Equipment Invoices and the Service Invoices in the amount of the Initial Payment (defined in the Quotation). Buyer shall not withhold payment based on any typographical or similar error in any invoice. All amounts Buyer does not pay as and when due shall accrue interest at the rate of 18% per annum until paid. Buyer shall pay all of Seller's costs of collection, including reasonable attorneys' fees. No partial payment by Buyer shall constitute an accord and satisfaction or otherwise satisfy the entire outstanding balance of any invoice of Seller, notwithstanding any notation or statement accompanying that payment. **Payment Terms for Dresser Wayne Equipment are Net 10 Days.** ______ (Initial)

b. Taxes. The Price (defined in the Quotation) does not include any sales, use, revenue, excise or other taxes or governmental charges (collectively, "**Taxes**"). If Seller is required to collect any Taxes, Seller will add them to the Price and invoice Buyer (in the original invoice or separately), and Buyer will pay them.

c. Permits. The Price does not include any fees for any building or other government permits, licenses, tests or inspections necessary to perform the Work (collectively, "**Permits**"). Buyer will obtain and pay for all Permits, confirm to Seller in writing that it has done so, and deliver to Seller copies of all Permits, all before Seller begins the Work. If Seller pays any fees for any Permits, Seller will add them to the Price and invoice Buyer (in the original invoice or separately), and Buyer will pay them.

d. Weekends and Holidays. The Price does not include the extra costs of Seller's performing any of the Work on Saturdays, Sundays or holidays. If Buyer and Seller agree that Seller shall perform some of the Work on Saturdays, Sundays or holidays, Buyer will pay Seller, in addition to the Price, an extra charge equal to the number of hours of Work performed multiplied by twice Seller's standard labor rate.

e. Performance Bond. The Price does not contain any allowance for a performance bond. If Buyer requests, and Seller agrees to provide, a performance bond for some or all of the Work, as a condition to Seller's providing the bond, Buyer will pay directly all premiums and other costs of the bond.

f. Not Included. Unless otherwise stated in the Scope of Work (Attachment A), no electrical work, concrete or asphalt work, tank tests or line tests are included in the Price or the Work.

g. Security Interest. Buyer hereby grants and Seller retains a purchase money security interest in the Equipment, including the proceeds therefrom, for the purpose of securing Buyer's obligation to make payment in full, until payment is received in full in cash or collected funds, at which time the security interest shall cease. Seller may, at its option, repossess the Equipment upon Buyer's default, and charge Buyer with any deficiency. Buyer hereby authorizes Seller to file appropriate financing statements for perfecting this security interest. If the work is to be performed on property not owned by Buyer, upon Seller's request, Buyer shall provide a Landlord's Waiver in a form acceptable to Seller.

Seller reserves the right to ship under reservation for payment against documents of title. Title and a first and prior security interest to the Equipment shall remain with the Seller until all payments are made and all conditions herein contained are and have been fully completed. The Equipment shall at all times be deemed personal property, even after attachment or connection to realty. The Buyer shall keep the Equipment in good working condition and physical appearance free of liens, and until the purchase price is fully paid shall maintain such insurance as described below under **Insurance**.

5. Job Site Conditions.

______________ (Customer Initials)

_____________ (Sales Rep. Initials)

a. Digging and Excavating. Any digging or excavating included in the Work is based on the assumption that the soil conditions at the Job Site are normal for the area and unobstructed. If any digging or excavating is included in the Work, and Seller encounters unusual digging conditions in connection with the Work, Buyer shall pay Seller its standard hourly labor rates for those personnel involved in overcoming those conditions. Unusual digging conditions are conditions that inhibit Seller from completing the digging in a reasonable manner using a backhoe or trackhoe, including heavy rock, shale and water. If Seller is required to have any of this Work performed by a subcontractor, Seller will invoice Buyer those costs plus 20%. Seller will notify Buyer of any unusual digging conditions before Seller commences the extra Work to overcome those conditions, and Buyer will have five days to decide whether to authorize Seller to perform the extra Work or to terminate this Agreement. If Buyer elects to terminate this Agreement as a result of those conditions, Buyer shall pay Seller, as a condition of being entitled to exercise its right to terminate, an amount equal to all hours spent by Seller's personnel performing the Work multiplied by Seller's standard hourly rates for those personnel, plus all of Seller's out of pocket costs incurred in connection with the Work, including all restocking fees for Equipment that can be returned and Seller's quoted selling price to Buyer for all Equipment that cannot be returned; **provided** that the amount of this payment shall not exceed the Price.

b. Underground Structures. Buyer shall inform Seller in writing of the location of all underground structures, including tanks, product lines, cables, conduits, sewer lines and water lines, where the digging or excavating is to occur before Seller starts any of the Work at the Job Site. Buyer shall indemnify, defend and hold Seller and its affiliates and their respective directors, officers, managers, employees and agents harmless from and against all claims, losses, damages, costs and attorneys' fees and expenses resulting from Seller's encountering any such underground structure unless Buyer informs Seller of the correct location and size of the structure before Seller commences the Work.

c. Tank Filling. Buyer shall have product or water available at the Job Site to fill all tanks as requested by Seller or as required by applicable law. Seller does not guarantee that the tanks will not float. Buyer will be responsible for all damage that may be caused by tanks floating under all circumstances, including all costs for equipment, labor and materials required to reinstall the tanks. Unless Seller's quotation expressly quotes a price for ballasting tanks, Buyer is responsible for ballasting tanks to capacity. Seller is not responsible for ballasting tanks or for any water removal or disposal from tanks. In addition, Seller is not responsible for filling the tanks with petroleum products or any associated overfill releases. Buyer is responsible for all overfills and releases under all circumstances.

d. Photography. Buyer hereby grants Seller permission to take still photographs and video recordings of all aspects of the Equipment and the Work.

e. Electricity. Buyer will provide, at Buyer's expense, at the Job Site all electrical power Seller at its subcontractors require for the operation of their tools and equipment.

f. Materials Safety. Buyer will provide Seller, PRIOR TO COMMENCEMENT OF THE WORK, Material Safety Data Sheets on all chemical products used by Buyer in connection with the Job Site.

6. Change Orders. Buyer may request changes in the Work, including the Equipment, by delivering to Seller a written request specifying in detail the proposed changes. If Seller agrees to make those changes, it shall deliver to Buyer a proposed change order ("**Change Order**") specifying the changes Seller will make and any associated change in the Price. The Change Order will not become effective or part of this Agreement unless and until Buyer executes it and delivers it to Seller, at which time the Change Order will become an amendment to this Agreement. Except as expressly provided in the Change Order, all provisions of this Agreement shall remain unmodified and in full force and effect.

7. Warranties.

a. Equipment. The sole and exclusive warranty for the Equipment shall be the manufacturer's warranty ("**Equipment Warranty**"), and Buyer's sole and exclusive remedy for a breach of the manufacturer's warranty shall be the remedy provided by the manufacturer. Seller does not provide any warranty for any of the Equipment.

b. Services. For a period of one year after the date of the particular Invoice for services provided in connection with the installation of the Equipment ("**Services Warranty Period**"), Seller warrants that all services Seller performs as part of the Work reflected in that invoice will be rendered in accordance with good commercial practices and comply in all material respects with the API Standards, PEI Standards, NFPA Standards and any other standards expressly listed in the SOW or these Terms and Conditions (the "**Services Warranty**"); provided, however, that with respect to any tank cleaning services provided by Seller, no warranty is made that the tank will be free of impurities after such cleaning has been completed, and Seller shall have no liability or responsibility for any such impurities. If Buyer delivers to Seller written notice specifying the services that do not comply with the Services Warranty and the reasons Buyer believes they do not comply within the Services Warranty Period, Seller, at Seller's option, will correct or re-perform the non-complying services or refund to Buyer that portion of the Price charged for those services. This **Section 7.b.** contains Buyer's sole and exclusive warranties and remedies for any services that are part of the Work.

c. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

d. Conditions. The Equipment Warranty and the Services Warranty shall be null and void if (a) the Equipment or the Work are abused, misused, damaged by accident, used or operated contrary to Seller's or the manufacturer's instructions, or modified by anyone other than Seller, (b) the Equipment or the Work are not maintained in accordance with Seller's instructions or are given inadequate care, (c) Buyer does not pay the Price as and when due, (d) replacement parts other than those provided by Seller are installed in or on the Equipment, or (e) Buyer does not allow Seller access to the Equipment or the Work for purposes of inspection, repair or replacement. Seller shall not be responsible for the failure of any other person or entity (collectively, "**Person**") engaged by Buyer to install any electrical wiring correctly in accordance with the Equipment manufacturer's instructions. Buyer shall give Seller immediate written notice of any warranty claim,

_____________ (Customer Initials)

_____________ (Sales Rep. Initials)

shall allow Seller access to the Equipment and the Work to inspect, repair or replace the Equipment and the Work. Seller will not accept, pay or reimburse any invoices or charges for any warranty work performed by others. Notwithstanding anything to the contrary in this Agreement, Seller shall not be responsible for any damages resulting from the negligence of the Buyer or the failure of the Buyer to monitor the operation of all Equipment on a daily basis in accordance with standards established by the underground storage tanks regulations set forth in 40 C.F.R. Part 280 or any other applicable law, including Environmental Laws (defined below), affecting the operation of the Equipment, and Buyer shall be fully responsible for all of those damages.

e. Buyer Indemnity. Buyer agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Buyer's losses in connection with any property damage, personal injury or death, whether same relates to any claim, penalty, or fine by government agency for pollution, environmental damage, clean up, or otherwise, or whether any claim is made by any third party against Seller or Buyer or said damage, personal injury or death is claimed or sustained by Buyer or made against Buyer or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorney's fees, except to the extent that said damage, personal injury or death is proven to have been caused by Seller's sole negligence. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Buyer agrees to hold Seller harmless from and defend and indemnify it against same.

f. Drawings. When specifically included in the Work, site drawings, installation plans, and as-built drawings will be prepared using a current Buyer-provided scale drawings showing property lines, rights of way, easements, utilities, driveways, buildings and improvements. Any drawings furnished in connection with the bid proposal or Work was for bid purposes only and is the property of Seller. If such drawings are used without a professional or registered engineer's stamp, Buyer uses it at its own risk with full and complete indemnity to Seller for any acts, errors, omissions or damages that may arise out of using such drawings.

g. Independent Contractor. Seller, in furnishing services hereunder, is acting only as an independent contractor. Seller does not undertake by this Agreement or otherwise to perform any obligations of Buyer, whether regulatory or contractual, or to assume any responsibility for Buyer's business or operations.

h. Substitution. Any identification of Equipment by brand name, manufacturer, catalog number, or other designation in Buyer's purchase order, Seller's documents or elsewhere only establishes a general quality standard and does not require Seller to supply a particular item. Seller shall have the right to select other Equipment that in Seller's opinion meets that general quality standard.

8. Risk of Loss. The shipping terms are F.O.B Shipper's Dock. Whenever merchandise is delivered to the designated F.O.B. point, a common carrier (by manufacturer or Seller), or is received by Buyer, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Buyer, and Buyer shall be liable to Seller for the full price of the merchandise. Delivery to Seller's plant for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

If any damage is evident upon delivery, Buyer must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Buyer must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Buyer's responsibility.

9. Disclaimers and Limitations. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 ABOVE, SELLER DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND AS TO THE EQUIPMENT AND WORK, EXPRESS AND IMPLIED, INCLUDING ALL REPRESENTATIONS AND WARRANTIES: (A) AS TO THE DESIGN, QUALITY OR CONDITION OF THE EQUIPMENT; (B) AS TO MERCHANTABILITY OR THE FITNESS OF THE EQUIPMENT OR WORK FOR ANY PARTICULAR PURPOSE; (C) AS TO THE SUITABILITY OF THE EQUIPMENT OR THE WORK FOR BUYER'S PURPOSES OR THE IMPACT OF THE EQUIPMENT OR THE WORK ON BUYER'S OPERATIONS. Buyer must give Seller written notice of any claim that it has regarding the condition, quantity or quality of the Equipment within 30 days after the delivery of the Equipment (or with respect to the nonconformity of the Equipment with the manufacturer's warranty, within the period specified in the manufacturer's warranty). Buyer must give Seller written notice of any nonconformity of the Work with the Services Warranty within the applicable Service Warranty Period. The notice must specify the basis of Buyer's claim in detail and identify the Equipment or the Work at issue. Seller shall have a reasonable opportunity to inspect the Equipment or the Work at issue and a reasonable time to cure any nonconformity. Buyer's failure to comply with this Section shall constitute Buyer's acceptance of the Equipment and the Work and shall bind it to pay Seller the full Price of the Work. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. In no event shall Seller be liable for any amount arising out of or relating to this Agreement, the Equipment or the Work, whether in contract, tort, strict liability or otherwise, in excess of the purchase price of the Equipment or Work at issue. Any action or proceeding by Buyer arising out of or relating to this Agreement, the Equipment or the Work will be forever barred unless it is commenced within the earlier of: (a) one year after the claim or cause of action has accrued; or (b) the period prescribed by applicable statute of limitation or repose. No delay in any of the Work shall entitle Buyer to any reduction of the Price.

10. Cancellation and Return of Goods. Buyer may cancel an order only upon advance written approval of Seller and the manufacturer; provided Buyer pre-pays the freight charges and Seller's reasonable cancellation and restocking charges, and Seller's handling fee equal to 10% of the Price for the Equipment or services that are the subject of the cancellation. No merchandise is returnable without Seller's advance written

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consent. Merchandise must be returned within ten (10) days of Buyer's receipt of written authorization and must be accompanied by the invoice number and/or a copy of the sales receipt. At the option of Seller, return of material prior to receiving Seller's approval will result in material remaining the property of Buyer, and it will be stored at Buyer's risk and expense. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit will be issued to Buyer until credit from the manufacturer is received. **Special custom orders (including dispensers) shall be non-cancelable and non-refundable.**

11. Insurance.

a. Seller. Seller shall purchase and maintain during the performance of the Work (i) commercial general liability insurance, including coverage for bodily injury and property damage, that shall cover Seller and its subcontractors in their performance of the Work, and (ii) workers' compensation insurance as required by applicable law. At Buyer's request, Seller shall provide a current certificate of insurance showing Seller has in force the foregoing insurance.

b. Buyer. Buyer shall purchase and maintain commercial general liability insurance, including coverage for bodily injury and property damage to the Equipment, and for meeting any financial responsibility requirements under federal and state underground storage tank regulations. Buyer shall also purchase and maintain until Buyer pays the Final Invoice builder's risk insurance, including extended coverage for fire, theft and vandalism. At Seller's request, Buyer shall provide a current certificate of insurance showing Buyer has in force the foregoing insurance and showing Seller as a loss payee to the extent of its interest.

12. Force Majeure. Seller shall not be liable for delays or failing to perform any of its obligations under this Agreement resulting directly or indirectly, in whole or part, from events or causes beyond its reasonable control, acts of God, accidents, riots, wars, national emergencies, terrorism, strikes, labor disputes, unusual weather, natural disasters, hurricanes, storms, persistent or heavy rain, cyclones, earthquakes, floods, lightning, embargoes, failure by suppliers to deliver or by other contractors to perform, delays in obtaining or the inability to obtain supplies, equipment or labor through normal sources at normal prices, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any of the foregoing shall operate to extend Seller's time of performance under this Agreement for a period not less than the period of the delay caused by any of the foregoing, plus a reasonable amount of time for remobilization.

13. Seller's Rights Following Default.

a. Seller may, without prejudice to any other right or remedy, terminate this Agreement if: (i) Buyer is adjudged bankrupt or a receiver or trustee is appointed for Buyer, or Buyer is insolvent or makes a general assignment for the benefit of creditors; (ii) Buyer fails to pay any amount when due; or (iii) Buyer materially breaches any of the provisions of this Agreement and does not remedy such breach within ten (10) days following written notice thereof from Seller. In any of those events, Seller also may, at its option, take one or more of the following actions: (i) declare all or part of Buyer's obligations to Seller immediately due and payable, (ii) suspend its performance under this Agreement, (iii) foreclose its security interest in the Equipment and/or repossess the Equipment, (iv) treat such event as a cancellation by Buyer, in which event Buyer shall be obligated to perform the obligations set forth in Section 10 above, or (v) pursue its other rights and remedies under this Agreement or applicable law.

b. Upon termination of this Agreement by Seller, Seller shall have the right to remove equipment, tools and machinery owned by it from the Job Site, and shall be paid for all work done under the Quotation, for all materials and supplies obtained by Seller pursuant to the Quotation and for all costs and expenses incurred by Seller to date of termination. Buyer also shall pay all costs of collection, including reasonable attorneys' fees and costs.

14. Environmental.

a. Representations and Warranties. Buyer hereby represents and warrants to Seller that currently and at all times until Buyer pays the Price in full: (i) no Hazardous Substances are or will be present in, on or under the Job Site, including the air, surface water, land surface and groundwater; (ii) the Job Site and Buyer's operations on the Job Site are and will be in full compliance with all Environmental Laws; (iii) Buyer has the authority to authorize the installation of the Equipment and the performance of the Work as provided in this Agreement and has obtained all necessary consents from the owners of the Job Site for the same; (iv) Buyer has obtained all necessary permits and licenses to install the Equipment and to perform the Work; (v) Buyer and the Job Site are and will remain in full compliance with the underground storage tank regulations in 40 C.F.R. Part 280, including the financial responsibility regulations in Subpart H of the same; and (vi) the installation of the Equipment and the performance of the Work comply with all federal, state and local laws and regulations and with the standards set by the Buyer's insurance carriers, including all requirements restricting the location of, or imposing special requirements regarding, underground storage tank systems at or around wells, surface water and other sensitive receptors.

b. Regulations. Buyer is solely responsible for compliance with all of the underground storage tank regulations set forth in 40 C.F.R. Part 280, including as they relate to the installation of the Equipment and the performance of the Work.

c. Inspection and Reporting Responsibilities. Seller is not responsible for inspecting the Job Site or reporting to third parties, including governmental agencies, any Hazardous Substances or any violations of Environmental Laws relating to the Job Site or the Work. Buyer has the responsibility for inspecting the Job Site and reporting to third parties.

d. Indemnity. Buyer shall indemnify, defend and hold harmless Seller and its affiliates and their respective directors, officers, managers, employees and agents from and against any and all claims, actions, proceedings, liabilities, fines, losses, damages, costs, judgments, attorneys' and consultants' fees and expenses arising out of or relating to (i) the presence, suspected presence, release or threatened release, before or after the Effective Date, of any Hazardous Substances in, on or under the Job Site and any migration of those Hazardous Substances before or after the Effective Date, (ii) any activities, use or operations on the Job Site by Buyer or any other Person or their respective predecessors, successors, assigns, affiliates, directors, officers, managers, employees, invitees, contractors, vendors and

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agents, (iii) any violation of or failure to comply with Environmental Laws at or relating to the Job Site, (iv) allegations that Seller is a handler, generator, owner, operator, treater, storer, transporter or disposer of any underground storage tank or Hazardous Substance in, on, under, located on or otherwise associated with the Job Site, (v) the use, ownership, maintenance, transfer, transportation or disposal of the Equipment after completion of the Work or while under Buyer's control, or (vi) any breach, misrepresentation, inaccuracy or failure to perform any representation, warranty or covenant made by Buyer in this Agreement.

e. Definitions. "**Hazardous Substances**" means any and all substances, materials, wastes, pollutants and contaminants which are now or at any time in the future defined as hazardous or toxic or are prohibited, limited or regulated by any Environmental Law (defined below) or that, if not so defined, prohibited, limited or regulated, could or do pose a hazard to health, safety or the environment, including any asbestos, asbestos-containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials, petroleum, petroleum products and petroleum by-products. "**Environmental Laws**" means any and all present or future federal, state and local laws, statutes, ordinances, rules, regulations, standards, policies and other governmental and/or judicial directives or requirements, as well as common law, relating to the protection of human health or the environment and that are applicable to Buyer, Buyer's business, Seller, the Job Site or any operations now or previously conducted on the Job Site, including the federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any analogous state and local laws.

15. Hardware/Software.

a. In connection with this Quotation, the parties assume that any system hardware and software supplied by Buyer and/or Seller is inherently compatible and requires only routine start-up and programming. If on start-up, it is discovered that the hardware and/or software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller will be held harmless from any resulting delays in completion of the Work, and shall be entitled to full payment of the Price.

b. Seller and its licensors, if any, shall retain title to all software integrated in or accompanying the Equipment. Buyer shall only have the limited, nonexclusive right to use the software in object code form only as specified by Seller or its licensors in order to operate the Equipment. Buyer shall not, and shall not allow any person or entity to, (a) remove, modify, copy, reverse engineer, decompile or disassemble the software, (b) merge the software with other programs, or (c) install any other software on the Equipment. Buyer may transfer this limited right to use the software to a third party only if it does so together with the Equipment and only if the transferee executes and delivers to Seller before the transfer a written agreement to be bound by this Agreement.

16. General. Any notice permitted or required under this Agreement shall be deemed given if in writing and delivered personally, deposited in the United States mail, certified mail, return receipt requested, or sent by facsimile to the respective addresses of Seller and Buyer listed in the Quotation. Buyer may not assign to any person or entity all or a portion of its rights or obligations under this Agreement without Seller's prior written consent, and any attempted assignment without that consent shall be void. Seller reserves the right to subcontract portions of the Work and to correct clerical and typographical errors in any document. This Agreement and any controversy relating to it or the Equipment or the Work shall be governed by the laws of the State of North Carolina, excluding its conflicts of law principles. The United Nations Convention on the International Sale of Goods is expressly excluded and shall not apply. Any action or proceeding relating to this Agreement or its enforcement, or to the Equipment or the Work, shall be commenced and heard only in the state courts for Mecklenburg County, North Carolina or the United States District Court for the Western District of North Carolina. Seller and Buyer hereby consent and submit to the jurisdiction and venue of those courts. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors, heirs and permitted assigns. No delay in exercising any right under this Agreement shall constitute a waiver of that right. If any provision of this Agreement is held to be illegal, unenforceable or invalid for any reason, the remaining provisions shall not be affected or impaired. The word "including" shall not be deemed to be limiting. If there is any conflict between the provisions of these Terms and Conditions, the Quotation and the Scope, the provisions of these Terms and Conditions shall control. **Sections 5.d., 7, 9, 13, 14.d., and 15.b.** shall survive the termination of this Agreement for any reason. This Agreement contains the entire agreement of the parties relating to the Equipment or the Work and supersedes all previous and contemporaneous agreements, understandings, usages of trade, and courses of dealing, whether written or oral. This Agreement may be modified only by a written agreement, signed by both parties, expressly modifying this Agreement.

______________ (Customer Initials)

_____________ (Sales Rep. Initials)

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2019-2020

Requesting Department: Public Works

Date: 12/2/2019

TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
400-3020-535-3101	Professional Services-Industrial Pretreatment	25,000.00
407-8110-580-6300	Improvements	25,000.00
	Total	50,000.00

ADD FUNDS TO ACCOUNT NUMBER:		
400-8110-581.0407	Transfer to WS Capital	25,000.00
407-8110-580.6300	Capital Project-Fuel Tank	25,000.00
	Total	50,000.00

Purpose of Transfer: (include as much detail as possible)

Fund Transfer for change order to complete fuel line for Public Works fuel tank project.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

------------------- Management Approvals--------------------

for A. Coury SG
Department Head Signature — Date: 12/2/2019

City Manager Signature — Date: 12-2-2019

------------------- For Finance Use Only -------------------

Step 1: Finance Review

Stella J. Lee
Finance Director Signature — Date: 12/2/2019

Step 2: Budget Adjustment Entry

Funds are available for this request? ☐ Yes ☐ No

HTE Group #

Employee Signature — Date

C:\Users\sgurnee\Documents\19 - 20 Budget Amendment Request PW

The City of Holly Hill

Stella Gurnee <sgurnee@hollyhillfl.org>

BAR for Change Order 1 with SPATCO

1 message

Antoine Khoury <akhoury@hollyhillfl.org> Tue, Nov 26, 2019 at 4:51 PM
To: Stella Gurnee <sgurnee@hollyhillfl.org>

Hey Stella here are the funding sources for Change order #1 with Spatco
Wastewater Line 400-3020-535-3101 $25,000 from the industrial pretreatment
Water Line 407-8110-580-6300 $25,000 from Electrical Panel High pump project 20WA02
Will talk monday if you have any questions

--
Antoine Khoury PE
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117
386-248-9493 office
akhoury@hollyhillfl.org

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE:	**December 10, 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 Ten (10) Year Contract with the Option for Two (2) Five (5) Year Renewals with Data Flow Systems to Rent, Maintain and Upgrade the SCADA System Serving the Water and Wastewater Treatment Plants; Providing for Severability; and Providing for an Effective Date.**
NUMBER:	**2019-R-90**
APPLICANT:	
PLANNER:	

DISCUSSION:

The City wishes to contract services to replace the existing SCADA system for all of the City's Water and Wastewater Facilities. An RFP 20-PW-01 was advertised to solicit bids to buy, rent or lease a new system.

Proposals were received on November 21, 2019 at 10:00 a.m.

The term of this agreement will be for 10 years with an option to renew for two (2) five (5) year terms.

FISCAL ANALYSIS:

Two vendors submitted proposals:

- Data Flow Systems
- Woodward and Curran

Both responders to the bid were considered responsive. An Evaluation Committee reviewed the proposals and ranked the firms to determine the most qualified and responsive according to the evaluation criteria outlined by the RFP. The committee choice was unanimous to recommend award of the RFP to Data Flow Systems.

The funding is available in 407-8110-581-0400 SCADA System Upgrade and 400-3020-535.46.01.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into a contract with Data Flow Systems to rent, maintain and upgrade the SCADA System to Data Flow Systems based on the costs presented in the Proposal. One Time Fee of $198,849.00 with monthly cost $6,253.75 to provide the SCADA Services Outlined in the RFP.

Monthly fee is anticipated to begin in May 2020.

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 TEN (10) YEAR CONTRACT, WITH THE OPTION FOR TWO (2) (5) FIVE YEAR RENEWALS, WITH DATA FLOW SYSTEMS TO RENT, MAINTAIN AND UPGRADE THE SCADA SYSTEM WITH DATE FLOW SYSTEMS.

ATTACHMENTS:

- Documents for Eval-RFP-20-PW-01 (PDF)
- RFP 20-PW-01–DFS Contract (PDF)

Resolution No. 2019-90

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEN (10) YEAR CONTRACT WITH THE OPTION FOR TWO (2) FIVE (5) YEAR RENEWALS WITH DATA FLOW SYSTEMS TO RENT, MAINTAIN AND UPGRADE THE SCADA SYSTEM SERVING THE WATER AND WASTEWATER TREATMENT PLANTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A TEN (10) YEAR CONTRACT WITH THE OPTION FOR TWO (2) FIVE (5) YEAR RENEWALS, WITH DATA FLOW SYSTEMS TO RENT, MAINTAIN AND UPGRADE THE SCADA SYSTEM SERVING THE WATER AND WASTEWATER TREATMENT PLANTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has advertised to solicit bids by RFP 20-PW-01 to buy, rent or lease a new SCADA system for the Water and Wastewater Treatment Plants; and

WHEREAS, two contractors submitted qualifications and costs for this work; and

WHEREAS, an Evaluation Committee reviewed the qualifications of the submitting firms; and

WHEREAS, the Evaluation Committee unanimously recommend that Data Flow Systems proposal to be the lowest and most responsive.

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 an agreement with Data Flow Systems to rent, maintain and upgrade the SCADA system at the Water and Wastewater Treatment Plants.

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 10th day of DECEMBER, 2019.

Evaluation Committee
Sign Sheet Bid ~~Opening~~ Meeting RFP- 20-PW-01 SCADA System
Tuesday, November 21th, 2019
10:00 AM

Name	Company	Phone Number	Email
ANTOINE KHOURY	CITY HOLLY HILL	386-248-9493	aKHOURY@HOLLY HILLFL.ORG
WALT SMYSER	HOLLYHILL	386-248-9317	wsmyser@holly Hillfl.org
Stella Gurnee	City Holly Hill	386-248-9423	sgurnee@hollyhillfl.org
John Dally	city of Holly Hill	386-248-9463	Jdally@hollyhillfl.org

Evaluator		Antoine Khoury	11/26/2019	
RFQ #20-PW-01 Proposers	Max Points	DATA Flow System Points	Woodward and Curran	Ranking
Ability to perform and meet all aspects of proposal	15	14	12	
Pricing (reference bid tab must include all lump sum and reoccurring cost and fees for the duration of the contract)	20	20	14	
Downward compatibility of SCADA components and software	10	10	10	
Company (include financial stability, and number of years company has been in business, ability to hire and retain skilled personnel, level of available on-going training etc.)	15	14	10	
References of similar systems a minimum of 3 with location and contact number for similar lease/rental.	15	15	2	
Product History (includes evaluation of all warranties and number of continuously running SCADA systems >10 yrs.)	10	8	8	
Ability of Company to trouble shoot problems remotely and to provide 24/7 support, emergency service and back up components in timely manner	15	15	15	
Total	100	96	71	

Antoine I Khoury

Evaluator		John Daly	11/26/2019	
RFQ #20-PW-01 Proposers	Max Points	DATA Flow System Points	Woodward and Curran	Ranking
Ability to perform and meet all aspects of proposal	15	15	13	
Pricing (reference bid tab must include all lump sum and reoccurring cost and fees for the duration of the contract)	20	20	14	
Downward compatibility of SCADA components and software	10	10	10	
Company (include financial stability, and number of years company has been in business, ability to hire and retain skilled personnel, level of available on-going training etc.)	15	15	15	
References of similar systems a minimum of 3 with location and contact number for similar lease/rental.	15	15	1	
Product History (includes evaluation of all warranties and number of continuously running SCADA systems >10 yrs.)	10	10	10	
Ability of Company to trouble shoot problems remotely and to provide 24/7 support, emergency service and back up components in timely manner	15	15	15	
Total	100	100	78	

Evaluator		Walt Smyser	11/26/2019	
RFQ #20-PW-01 Proposers	Max Points	DATA Flow System Points	Woodward and Curran	Ranking
Ability to perform and meet all aspects of proposal	15	15	15	
Pricing (reference bid tab must include all lump sum and reoccurring cost and fees for the duration of the contract)	20	20	14	
Downward compatibility of SCADA components and software	10	9	7	
Company (include financial stability, and number of years company has been in business, ability to hire and retain skilled personnel, level of available on-going training etc.)	15	15	15	
References of similar systems a minimum of 3 with location and contact number for similar lease/rental.	15	12	10	
Product History (includes evaluation of all warranties and number of continuously running SCADA systems >10 yrs.)	10	8	8	
Ability of Company to trouble shoot problems remotely and to provide 24/7 support, emergency service and back up components in timely manner	15	15	15	
Total	100	94	84	

11/26/19

PROPOSER CHECK LIST

<u>I M P O R T A N T</u>: 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 <u>must</u> be <u>sealed</u> and <u>marked</u>** with Qualification Number "20-PW-01 **–,** Proposal Title **"WATER, AND WASTEWATER SCADA REPLACEMENT AND UPGRADES " and Due Date "November 21st, 2019 @ 10:00 am**".
- ☐ The Proposals will be mailed or delivered in time to be received no later than the specified <u>due date and time</u>. (Otherwise Proposals cannot be considered.)

<u>ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET</u>

______________________ Company	______________________ Address
______________________ Authorized Signature	______________________ City, State, Zip Code
______________________ Printed Name & Title	______________________ Telephone No.
______________________ Email	______________________ Fax No.

PROFESSIONAL SERVICES AGREEMENT
UTILITIES SCADA SERVICES
Request for Proposal (RFP) RFP 20-PW-01
Water, and Wastewater SCADA Replacement And Upgrades

THIS AGREEMENT is made and entered into this_________day of ______, 2019, by and between Data Flow Systems , duly authorized to conduct business in the State of Florida and whose address is 605 John Rodes Blvd, Melbourne, Florida 32934 , 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 #RFP 20-PW-01), 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 ten (10) years from the date of award per the terms and conditions of the RFP with two five year options and sole discretion of the City.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a One Time Not to Exceed Fee of One hundred ninety Eight thousand and forty nine dollars ($198,849.00) , And a monthly Not to Exceed Fee of six thousand two hundred fifty three dollars and seventy five cents ($6253.75) 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. 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:	**For Contractor:**	
Valerie Manning, City Clerk	David Walker, President	(Name, Title)
City of Holly Hill	Data Flow Systems	(Company)
1065 Ridgewood Ave.	605 N. John Rodes Blvd	(Address)
Holly Hill, FL 32117	Melbourne FL 32934	(City, State, Zip)
(386)248-9441	321 259 5009	(Phone)

SECTION 5. 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 6. 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

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE:	**December 10, 2019**
FROM:	**Stella Gurnee**
SUBJECT:	**A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2019-2020; and Providing for Severability; and Providing for an Effective Date.**
NUMBER:	**2019-R-91**
APPLICANT:	
PLANNER:	

DISCUSSION:

Public Works is bringing forward and agenda item to request a change order to the purchase order with SPACTO Energy Solutions to complete the fuel tank replacement project.

The total additional expenditures for this project is $50,000 plus the original bid cost of $180,209.94 bringing the project total to $230,209.94

FISCAL ANALYSIS:

The attached Budget Resolution and budget transfer will ensure that the proper funding has been secured to complete the project with change order 1.

STAFF RECOMMENDATION:

Recommend approval.

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 BY AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2019-2020.

ATTACHMENTS:

- EXHIBIT A-BUDGET RESOLUTION 12 10 2019 (PDF)
- Budget Transfer Public Works 12 10 2019 (PDF)

Resolution No. 2019-91

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2019-2020; 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, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2019-2020; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill, by Resolution 2019-R-57, adopted an operating budget for Fiscal Year 2019-2020; and

WHEREAS, the budget adjustment increase revenues and expenditures in total pursuant to itemizations contained in Exhibit “A”, which is attached hereto and incorporated herein; and

WHEREAS, the budget adjustments will allow the City of Holly Hill to adjust the Fiscal Year 2019-2020 budget.

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

SECTION 1. Amended Budget: The City Commission of the City of Holly Hill amends the Fiscal Year 2019-2020 budget by revising the budget in total pursuant to itemizations contained in Exhibit “A”, which is attached hereto and incorporated herein.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2019.

Exhibit "A"

FY 2019 - 2020 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2019 - 2020	REVENUE	EXPENSE
407 - WATER & SEWER R & R	$ 25,000	$ 25,000
TOTAL ALL FUNDS	**$ 25,000**	**$ 25,000**

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2019-2020

Requesting Department	Date
Public Works	12/2/2019

TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
400-3020-535-3101	Professional Services-Industrial Pretreatment	25,000.00
407-8110-580-6300	Improvements	25,000.00
	Total	50,000.00

ADD FUNDS TO ACCOUNT NUMBER:		
400-8110-581.0407	Transfer to WS Capital	25,000.00
407-8110-580.6300	Capital Project-Fuel Tank	25,000.00
	Total	50,000.00

Purpose of Transfer: (include as much detail as possible)

Fund Transfer for change order to complete fuel line for Public Works fuel tank project.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

------------------- Management Approvals--------------------

for A. Coury SS

Department Head Signature

12/2/2019

Date

City Manager Signature

12.2.2019

Date

------------------- For Finance Use Only -------------------

Step 1: Finance Review

Stella Lee

Finance Director Signature

12/2/2019

Date

Step 2: Budget Adjustment Entry

Funds are available for this request? ☐ Yes ☐ No

HTE Group #

Employee Signature

Date

The City of Holly Hill

Stella Gurnee <sgurnee@hollyhillfl.org>

BAR for Change Order 1 with SPATCO

1 message

Antoine Khoury <akhoury@hollyhillfl.org> Tue, Nov 26, 2019 at 4:51 PM
To: Stella Gurnee <sgurnee@hollyhillfl.org>

Hey Stella here are the funding sources for Change order #1 with Spatco
Wastewater Line 400-3020-535-3101 $25,000 from the industrial pretreatment
Water Line 407-8110-580-6300 $25,000 from Electrical Panel High pump project 20WA02
Will talk monday if you have any questions

--
Antoine Khoury PE
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117
386-248-9493 office
akhoury@hollyhillfl.org

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 12/10/19 07:00 PM
Department: Public Works
Category: Consent Agenda
Prepared By: Beth Wrenn
Initiator: Antoine Khoury
Sponsors:
DOC ID: 2784

CONSENT AGENDA (ID # 2784)

Authorization to Purchase Spare Lift Station Pumps from Sole Source Supplier

DISCUSSION:

City staff is requesting authorization to execute purchase orders with Hydra Service Inc. for the purchase of spare pump for the in-house (Waste Water Treatment Plant) Lift Stations. As the total purchases for this spare pump will exceed the purchasing limit to this vendor (Hydra Services Inc.), City Commission approval is being requested to execute the purchase order. The pumps to be purchased are:

1. In-House LS - ABS pump model XFPl00E-CBl.5-PE75/4 10.0 HP, 230/460 v 3 phase at a Total Price of approximately $8,669.60 as a sole source procurement to Hydra Services Inc.

SOLE SOURCE

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 sole source when the total purchases from the Sole Source Vendor exceeds when the dollar amount exceeds $25,000.

SOLE SOURCE CRITIRIA

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.

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).

FISCAL ANALYSIS:

The City has selected Sulzer-ABS as a single source supplier for wastewater lift station pumps. This is advantageous to the City in order to maintain fewer spare parts. Hydra Service Inc. is the ABS Sole Source distributor of products for the Municipal Wastewater Collection & Treatment Market for the City of Holly Hill, FL. There is no other distributor authorized to distribute, sell and service ABS products in this area.

Section 30-71 of City Code allows for the purchases regardless of cost from a single source given prior commission approval. This approval is being sought from the commission for this purchase.

Sufficient budget funds were appropriated in the fiscal year 2020 budget for this request in capital like equipment (account 400-3020-533.5264). However, because the pumps are greater than $5,000 and they are being held as inventory until needed the actual expenditure should be charged to capital equipment in General account 400-3020-533.6400.

STAFF RECOMMENDATION:

Authorize appropriate city staff to purchase spare lift station pump for FY 2019-20 from Hydra Service Inc. in an amount OF $8,669.60.

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:

AUTHORIZE APPROPRIATE CITY STAFF TO PURCHASE SPARE LIFT STATION PUMPS FOR FY 2019-20 FROM HYDRA SERVICE INC. IN AN AMOUNT OF $8,669.60.

SULZER

Sulzer Pumps
ABS USA
140 Pond View Drive
Meriden, CT 06450
Phone (203) 238 2700
Fax (203) 238 0738
www.sulzer.com

April 29, 2015

Subject: Hydra Service Inc. ABS Sole Source

To: City of Holly Hill.
Atn. Mr. Todd Plank.

The purpose of this letter is to confirm that Hydra Service Inc., located in 250 Springview Commerce Drive, DeBary, Florida, zip code 32713, is the only one contracted distributor for ABS products for the Municipal Wastewater Collection & Treatment Market for City of Holly Hill, State of Florida. There is no other one distributor authorized to distribute, sell and service ABS products in the mentioned area.

Nationally we utilize a network of independent distributors to serve Municipal, Industrial, Building Trades and Dewatering market segments in specific territories. The authorized distributor for ABS products in these territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts for the ABS brand. Hydra Service Inc. is trained in the latest methods in care and start up of ABS equipment and has the ability to execute warranty claims. As the authorized local ABS product outlet Hydra Service Inc. is fully equipped for local technical, commercial and service support and has full backing of the national ABS/Sulzer organization.

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,

Robert Santiso.
robert.santiso@sulzer.com
203 213 1480
Southeast Business Development Manager.

abs

Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

Debary Florida 32173
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative
Contact Information
Cell Phone: 407-625-1388
Fax: 407-330-3404

TO:	**City of Holly Hill**	FROM:	**Keaton Heller**
		EMAIL:	kheller@hydraservice.net
ATTN:	**Richard Glass**	DATE:	**December 3, 2019**
PHONE		QUOTE:	**191203-7KH**
FAX:		REF:	**Holly Hill In Plant LS**
EMAIL:	Rglass@hollyhillfl.org	ENG FIRM	

1	ABS pump model XFP100E CB1.5 PE75/4 submersible pump with cooling option, 4" discharge, 10 HP, 460/230 volt, 3 phase, with 49' of power cords.
1	Full 5 year warranty
1	Freight $200.00 (included in total sales price below)

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOWED **$8,669.60** PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET **30** DAYS. PRICES ARE FIRM 30 DAYS

"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.

ESTMTD DELIVERY: **6-8** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.

THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.

NO DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE

Review Date: 12/3/2019

NAME OF PURCHASER

Keaton Heller
REVIEWED BY HYDRA SERVICE PUMP REP.