CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● JANUARY 11, 2022

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. PRESENTATIONS

A. 2021 Employee of the Year - Chris Reeves, Water Plant Operator III

1. 2021 Employee of the Year - Chris Reeves, Water Plant Operator III

   (Requested by Valerie Manning, City Clerk)

B. 2021 Corporate Citizen of the Year - Pictona at Holly Hill

1. 2021 Corporate Citizen of the Year - Pictona at Holly Hill

   (Requested by Valerie Manning, City Clerk)

C. Human Trafficking Month

1. Human Trafficking Month 2022

   (Requested by Valerie Manning, City Clerk)

D. Historic Landmark Plaque Presentations by HHHS

1. Historic Landmark Plaque Presentation - Holly Hill Historic Preservation Society

   (Requested by Valerie Manning, City Clerk)

E. R & R Industries, Inc. - Christmas Club Food Boxing Recognition

1. R & R Industries, Inc. - Christmas Club Food Boxing Recognition

   (Requested by Valerie Manning, City Clerk)

3. PUBLIC COMMENTS

4. APPROVAL OF MINUTES

1. Minutes - December 14, 2021 Continuation Discussion of ARPA Workshop and December 14, 2021 Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 2)

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 –2022-R-1 A Resolution of the City Commission of the City of Holly Hill, Florida, to Approve the Auction of Items Identified to be Surplussed According to Purchasing Policy Section 13.2; Providing for Severability; Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2022-R-2 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Elo Restoration, Inc., D/B/A Elo Roofing a Contract in the Amount of $103,597.23 to Replace the Roof at the Ymca and Authorizing the City Manager to Execute the Same; Providing for Severability; Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

6. REGULAR AGENDA

1. Resolution –2022-R-3 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 2021-2022; Providing for Severability; and Providing for an Effective Date.

   (Requested by Amanda Raslowsky, Finance)

7. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance –2021-O-3044 SECOND READING - ORDINANCE 3044 - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1012 8Th Street Having Parcel Number 4244-01-07-0081 by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from MXZ (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. AND SECOND READING - ORDINANCE 3045 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described as 1012 8Th Street Having Parcel Number 4244-01-07-0081 and Further Described in Attachment "A" from MH-1 (Mobile Home) to CC-1 (Commercial Corridor District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Brian Walker, Board of Planning and Appeals)

2. Ordinance –2022-O-3046 FIRST READING - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Adding Text Allowing Specific Parcels Identified as 4242-04-28-0171 Aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 and 4242-38-01-0010 Aka 504 Flomich Street, to be Developed as a Recreational Vehicle Park, by Virtue of a Large Scale Comprehensive Plan Text Amendment; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Brian Walker, Board of Planning and Appeals)

8. COMMUNICATIONS

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

9. ADJOURNMENT

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

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

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

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

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

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

Meeting: 01/11/22 06:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 3582

SCHEDULED

PRESENTATION (ID # 3582)

2021 Employee of the Year - Chris Reeves, Water Plant Operator III

A RESOLUTION OF THE CITY OF HOLLY HILL, RECOGNIZING CHRIS REEVES AS EMPLOYEE OF THE YEAR 2021.

WHEREAS, Chris Reeves, Water Treatment Plant Operator III in the Public Works Department for the City of Holly Hill was selected by the Executive Staff as the Employee of the Year 2021 and began his employment with the City of Holly Hill on December 28, 2015; and

WHEREAS, Chris Reeves works the often forgotten C-Shift (11:00 PM - 7:00 AM); and

WHEREAS, Chris, during this past year, has been mentoring our newly licensed operators and has been instrumental in the development of many projects and upgrades in the Water Department; and

WHEREAS, the operators refer to Chris as "The Night Owl", he is always vigilant during his shift and he often finds equipment issues before they become an emergency; and

WHEREAS, Chris has assisted the water plant mechanic this past year in developing a better maintenance plan for the upcoming year and he often stays after his shift to diagnose mechanical issues with the plant mechanic.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY RECOGNIZES CHRIS REEVES, WATER TREATMENT PLANT OPERATOR III AS EMPLOYEE OF THE YEAR 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 11th day of January, 2022.

City of Holly Hill, Florida

_____

Chris Via, Mayor

DISCUSSION:

Executive staff has selected Chris Reeves, Water Treatment Plant Operator III, as the 2021 Employee of the Year.

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 01/11/22 06:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 3583

PRESENTATION (ID # 3583)

2021 Corporate Citizen of the Year - Pictona at Holly Hill

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RECOGNIZING PICTONA AT HOLLY HILL AS THE CORPORATE CITIZEN OF THE YEAR FOR 2021.

WHEREAS, the Holly Hill Chamber of Commerce has nominated Pictona at Holly Hill as the Corporate Citizen of the Year 2021; and

WHEREAS, this recognition represents a Holly Hill Chamber of Commerce business member that has gone above and beyond for not only the businesses in Holly Hill, but it's residents, the City and the County; and

WHEREAS, since opening their doors in the summer of 2020, Julie and Rainer Martens have worked tirelessly to support the local community in a great time of need. From community drives - such as food drops, the community gardens and blood drives - to opportunities for the community to be educated on COVID-19 resources through safe workshops and the complimentary classes available at the Senior Activity Center, the well-being of the individual has been a top priority; and

WHEREAS, when it comes to the love of the game, Pictona at Holly Hill offers a world-renowned facility that has put Holly Hill on the map, and has created a sought-out destination of our city. The guests that visits Pictona at Holly Hill visit other small businesses while in the area, and many Chamber members are feeling the positive ripples from the large tournaments held here onsite; and

WHEREAS, the expansion into Pictona 2 will bring more jobs, more visitors and more recognition to our small, but mighty, city. Julie, Rainer and the whole Pictona at Holly Hill staff are making a difference daily in the livelihood of our business owners, and the lives of the residents of Holly Hill.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY RECOGNIZES PICTONA AT HOLLY HILL AS THE CORPORATE CITIZEN OF THE YEAR 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 1th day of January, 2022.

City of Holly Hill, Florida

_____
Chris Via, Mayor

DISCUSSION:

The Holly Hill Chamber of Commerce has selected Pictona at Holly Hill as the 2021 Corporate Citizen of the Year.

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 01/11/22 06:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 3581

PRESENTATION (ID # 3581)

Human Trafficking Month 2022

HOLLY HILL
FLORIDA

PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
DECLARING JANUARY 11, 2022
HUMAN TRAFFICKING AWARENESS DAY

WHEREAS, human trafficking is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of forced labor or sexual servitude; and

WHEREAS, human trafficking is a $32 billion dollar a year global criminal enterprise and is a crime, as well as, a civil and human rights violation and an estimated 25 million people are currently victims of human trafficking for both sex and labor; and

WHEREAS, human traffickers prey on their victims by promising a life of hope and greater opportunity, while delivering only enslavement. Instead of delivering people to better lives, traffickers unjustifiably profit from the labor and toil of their victims, who they force — through violence and intimidation — to work in brothels and factories, on farms and fishing vessels, in private homes, and in countless industries; and

WHEREAS, the City of Holly Hill, FL is a vibrant city home to over 12,000 residents who have the right to hope, freedom, economic security, safety and the pursuit of happiness; and

WHREAS, this month, the city does not simply reflect on this appalling reality. The city also pledges to do all it can within its power to end the horrific practice of human trafficking that plagues innocent victims, not only around the world, but in our own neighborhoods; and

WHEREAS, more awareness and education is crucial to eradicating human trafficking in our communities, state and nation; and

WHEREAS, "***Human Trafficking Awareness Day"*** is observed on January 11th in municipalities across the country in order to educate the public and raise awareness about human trafficking and the City of Holly Hill has a strong commitment to social justice.

Now, Therefore, I, Chris Via, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim **January 11th as HUMAN TRAFFICKING AWARENESS DAY** and urges its residents and surrounding agencies to support efforts and take action to end human trafficking.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 11th day of January, 2022.

City of Holly Hill, Florida

Chris Via, Ma

Attachment: Proclamation - Human Trafficking Awareness Day - January 11, 2022 (3581 : Human Trafficking Month 2022)

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 01/11/22 06:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 3579

PRESENTATION (ID # 3579)

Historic Landmark Plaque Presentation - Holly Hill Historic Preservation Society

BACKGROUND HISTORY OF PROPERTIES:

Twenty-Four (24) Historic Landmark plaques have been presented since 2005 by the Holly Hill Historic Society to recognize and encourage preservation of Holly Hill's historic properties. The museum displays photos of the properties and owners can apply for a plaque there as well.

Janoski Cottage, 416 Daytona Avenue - (Presented to owners Jessica Day)

The property located at 416 Daytona Avenue was built in 1920 by the Janoski family. They were of German descent. The cottage is a fine example of craftsmanship of that era. Louie Janoski, built and operated the first motor court in Holly Hill, Greenland Tourist Court in the 1933. This began the first new modern industry in Holly Hill as over 51 motels were built on US1 along with restaurants and other retail businesses. His son Anthony raised his family in the home.

The McCoy Home located at 1090 Riverside Drive - (Presented to Owner Charles "Chuck" Ickes)

In 1898 the McCoy family moved to Holly Hill and built their home. Bill came home after his service was completed in the Merchant Marines. Brothers Ben and Bill decided they would build boats for river excursions of the Tomoka and Halifax Rivers. They operated the McCoy Boatworks on the river and side of the house. They earned the reputation for being top skilled yacht builders for wealthy owners.

In late 1920 Bill turned down an offer to smuggle prohibition illegal liquor from the Bahamas to the United States, but instead decided to do it himself. It was a huge success and McCoy became "King of the Rum runners". His quality liquor became known internationally as *"The Real McCoy"* thus popularizing the phrase. His rumrunner days ended in November 1923, when the U.S. Coast Guard arrested him claiming he was not in international waters. The home now displays many historic photos and artifacts from his history.

Note: Many locals remember Chuck's father would dress as Santa Clause and sit on the balcony at Christmas time and wave to passerby's.

McCOY BROS
YACHT BUILDERS
MER BROS ENGINES
SIESTA
DAYTONA

2.D.1.b
Attachment:
Packet Pg. 13

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 01/11/22 06:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 3584

PRESENTATION (ID # 3584)

R & R Industries, Inc. - Christmas Club Food Boxing Recognition

DISCUSSION:

For the past several years, R & R Industries, Inc., has provided a location for the Christmas Club's food boxing. R & R Industries, Inc., has worked out the process utilizing their employees to assist and have streamlined the process to box 1,000 meals to the community.

HOLLY HILL
FLORIDA

PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
RECOGNIZING AND APPRECIATING
R & R INDUSTRIES, INC.

WHEREAS, R&R Industries has been privileged to play a part in the success of the Christmas Club for the last three years; and

WHEREAS, the opportunity to serve was brought to me by Jeff Prater, who has worked alongside me for the past 17 years, through contacts he has from other community related projects; and

WHEREAS, The Christmas Club was founded in 1931 by Julius Davidson to help families in need and has helped thousands of families since then; and

WHEREAS, R&R provides a permanent home for the Christmas Club as way to help them do their good work; and

WHEREAS, This year, the Christmas Club bought and packed over 950 boxes of food that helped those in our communities who are in need; and

WHEREAS, R&R Industries has been in continuous operation from the same location in Holly Hill since 1948.

Now, Therefore, I, Chris Via, Mayor of the City of Holly Hill, Florida and on behalf of the Holly Hill City Commission, do hereby recognize and appreciate R & R Industries, Inc., for participating in the annual Christmas Club for the community at-large during the holiday season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 11th day of January, 2022.

City of Holly Hill, Florida

_____

Chris Via, Mayor

Attachment: Proclamation - Certificate of Recognition - R & R Industries, Inc. - Jan. 2022 (3584 : R & R Industries, Inc. - Christmas Club Food

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **January 11, 2022**
FROM: **Valerie Manning**
SUBJECT: **Minutes - December 14, 2021 Continuation Discussion of ARPA Workshop and December 14, 2021 Regular City Commission Meeting**
NUMBER: **(ID # 3578)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from December 14, 2021 workshop and December 14, 2021 regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - December 14, 2021 - Continuation ARPA Funding Workshop (PDF)
- Minutes - December 14, 2021 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● DECEMBER 14, 2021

City Commission Chamber **Work Session** **5:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

2. CONTINUATION OF ARPA FUNDING DISCUSSION

1.

Continuation of ARPA Funding Discussion

(Requested by Valerie Manning, City Clerk)
Mr. Forte gave a brief summary from the workshop that was held on October 12, 2021 and the discussion that took place at that meeting pertaining to the ARPA funding. There was some further discussion amongst the Mayor and City Commissioners. There was ***consensus*** to move forward and use the ARPA funds for the Wastewater Valve Replacement and included with their ***consensus*** is to compensate the essential personnel employees and first responders during the pandemic period. Mr. Forte informed the Mayor and City Commissioners that this will come back to the City Commission in January 2022 for formal approval to spend the ARPA funding as they have suggested.

Mayor Via opened public participation. No one spoke.

3. ADJOURNMENT

The workshop adjourned at approximately 5:30 PM.

Attachment: Minutes - December 14, 2021 - Continuation ARPA Funding Workshop (3578 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • DECEMBER 14, 2021

City Commission Chamber **Regular City Commission Meeting** **6:00 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	Excused	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation by City Commissioner Penny Currie
Commissioner Currie led the invocation.

c. Pledge of Allegiance
Vice Mayor Penny led the Pledge of Allegiance to the Flag. Vice Mayor Penny informed the City Commission and the public that Mayor Via had to leave after the workshop due to his daughter's Christmas recital.

2. PUBLIC COMMENTS

None.

3. APPROVAL OF MINUTES

1.

Minutes - November 23, 2021, Regular City Commission and CRA Meeting

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

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

Enacted and approved this 14th day of December, 2021, in Holly Hill

Attachment: Minutes - December 14, 2021 - Regular City Commission meeting (3578 : Minutes)

4. CONSENT AGENDA - ITEMS (1 - 6)

Vice Mayor Penny asked if anyone in the audience wished to speak on any item on the Consent Agenda or if any member of the Commission wished to pull and discuss an item. **There was no one**.

1. –2021-R-106 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating VOCA Grant Award to the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

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

RESOLUTION
2021-R-106
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING VOCA GRANT AWARD TO THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city applied for a $52,663 Victim's Advocate grant from State of Florida Office of the Attorney General; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-83, Resolution 2021-R-91, Resolution 2021-R-94, Resolution 2021-R-100 and Resolution 2021-R-102 amended the operating budget for Fiscal Year 2020-2021; and

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

WHEREAS, the City of Holly Hill City Commission desires to set forth and

Attachment: Minutes - December 14, 2021 - Regular City Commission meeting (3578 : Minutes)

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 grant award funds 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 2021-2022 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, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of DECEMBER, 2021.

Enacted and approved this 14th day of December, 2021, in Holly Hill

2. –2021-R-107 Resolution

A Resolution of the City of Holly Hill, Florida, Authorizing the City of Holly Hill to Join with the State of Florida and Other Local Government Units as Participants in the Florida Memorandum of Understanding and Formal Agreements Implementing a Unified Plan; Providing for 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:	Penny, Currie, Danio, Johnson
EXCUSED:	Via

RESOLUTION
2021-R-107
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY OF HOLLY HILL TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENT UNITS AS PARTICIPANTS IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Attachment: Minutes - December 14, 2021 - Regular City Commission meeting (3578 : Minutes)

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY OF HOLLY HILL TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENT UNITS AS PARTICIPANTS IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has suffered harm from the opioid epidemic; and

WHEREAS, the City of Holly Hill recognizes the entire State of Florida has suffered harm as a result of the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida and a number of Cities and Counties have also filed an action In re: National Prescription Opiate Litigations, MDL No. 2804 (N.D. Ohio) (the Opioid Litigation) and the City of Holly Hill is a class member in the Opioid Litigation; and

WHEREAS, the State of Florida and lawyers representing certain various governments in the Opioid Litigation have produced a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

Attachment: Minutes - December 14, 2021 - Regular City Commission meeting (3578 : Minutes)

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State of Florida, the City of Holly Hill and every other city and county in Florida.

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 finds that participation in the Florida Plan would be in the best interest of the City of Holly Hill and its citizens in that such a plan insures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm it has suffered.

SECTION 2. The City Commission of the City of Holly Hill hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit A.

SECTION 3. The City Manager is hereby authorized to execute any formal agreements implementing the unified plan for the allocation and use of opioid settlement proceeds, including allowing the Volusia County to retain and utilize said proceeds, if the use of the opioid settlement proceeds is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 4. The City Clerk is directed to send a certified copy of this Resolution to:

Florida League of Cities
c/o Kraig Conn
Florida League of Cities, Inc.
P.O. Box 1757
Tallahassee, FL 32302-1757

Florida Attorney General Ashley Moody
c/o John M. Guard
The Capitol, PL-01
Tallahassee, FL 32399-1050

Attachment: Minutes - December 14, 2021 - Regular City Commission meeting (3578 : Minutes)

SECTION 5. 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 6. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 7. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of DECEMBER, 2021.

Enacted and approved this 14th day of December, 2021, in Holly Hill

3. -2021-R-108 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, to Waive the Procurement Process and Authorize the City Manager to Execute an Annual Purchases with Allied Universal Corporation for Liquid Chlorine and Liquid Sulfur Dioxide in an Amount Not to Exceed $71,600 Under the Price Schedule Set Forth Herein; Providing for Severability; and Providing 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:	Penny, Currie, Danio, Johnson
EXCUSED:	Via

RESOLUTION
2021-R-108
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO WAIVE THE PROCUREMENT PROCESS AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN ANNUAL PURCHASES WITH ALLIED

Attachment: Minutes - December 14, 2021 - Regular City Commission meeting (3578 : Minutes)

UNIVERSAL CORPORATION FOR LIQUID CHLORINE AND LIQUID SULFUR DIOXIDE IN AN AMOUNT NOT TO EXCEED $71,600 UNDER THE PRICE SCHEDULE SET FORTH HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO WAIVE THE PROCUREMENT PROCESS AND AUTHORIZE THE CITY MANAGER TO EXECUTE PURCHASE ORDERS WITH ALLIED UNIVERSAL CORPORATION FOR LIQUID CHLORINE AND LIQUID SULFUR DIOXIDE IN AN ANNUAL AMOUNT NOT TO EXCEED $71,600 UNDER THE PRICE SCHEDULE SET FORTH HEREIN; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the use of chlorine and sulfur dioxide in the treatment of water and/or waste water is required; and

WHEREAS, the City is unable to piggyback current contracts for the provision of liquid chlorine and sulfur dioxide, however, proposals were received by multiple suppliers capable of providing these chemicals; and

WHEREAS, Allied Universal Corporation submitted the lowest proposal to supply liquid chlorine and liquid sulfur dioxide and is competent and qualified to provide the desired goods to the City at the prices established according to the terms and conditions stated herein; and

WHEREAS, this award is requested in accordance of Chapter 8 - Waivers of Bid in the City of Holly Hill Purchasing Policy; and

WHEREAS, adequate funds are available in the FY2021/2022 budget to cover the cost of the purchase of liquid chlorine and liquid sulfur dioxide.

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

SECTION 1. That the City Commission does hereby approve the waiver of the formal bid procedure as indicated in Chapter 8 or the City's purchasing policy and award the purchase of annual liquid chlorine and liquid sulfur dioxide to Allied Universal Corporation in an amount not to exceed $71,600 and authorize the City Manager to execute the same.

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

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immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 14th day of DECEMBER, 2021.

Enacted and approved this 14th day of December, 2021, in Holly Hill

4.

Utility Easement Dedication from Fountainhead to the City of Holly Hill

(Requested by Joseph Forte, City Manager)

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

Enacted and approved this 14th day of December, 2021, in Holly Hill

5.

Interlocal Agreement - Opioid Settlement Funds

(Requested by Joseph Forte, City Manager)

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

Enacted and approved this 14th day of December, 2021, in Holly Hill

6.

Edward Byrne Memorial Justice Assistance Grant Program (JAG) 2022 JAG – Hand Held Radar Data Systems 2022-JAGD-Volu-3-4B-047

(Requested by Jeff Miller, Police)

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

5. REGULAR AGENDA

1. –2021-R-109 Resolution

A Resolution of the City of Holly Hill, Florida, Approving the Echo Grants in Aid Agreement and Authorizing the City Manager to Execute the Agreement; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

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

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

RESOLUTION
2021-R-109
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE ECHO GRANTS IN AID AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE ECHO GRANTS IN AID AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill applied for a $2,500,000.00 Exceptional Grant through Volusia ECHO for the development of Pictona, Phase2; and

WHEREAS, On December 2, 2021, the ECHO Committee made a recommendation to be presented to the Volusia County Council to fund the City's application

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request; and

WHEREAS, The City of Holly Hill must enter into an Agreement with Volusia County by signing the County of Volusia ECHO Grants-in-Aid Agreement; and

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

SECTION 1. That the City Commission of the City of Holly Hill hereby approves the County of Volusia ECHO Grants-in-Aid Agreement.

SECTION 2. The City Manager is hereby authorized to execute the County of Volusia ECHO Grants-in-Aid Agreement.

SECTION 3. 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 4. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 5 That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of DECEMBER, 2021.

Enacted and approved this 14th day of December, 2021, in Holly Hill

2. -2021-R-110 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating Open Encumbrances and Project Carry Over Funds from the Fiscal Year 2020-2021 to the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)
Vice Mayor opened public participation. No one spoke.

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

RESOLUTION
2021-R-110
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2020-2021 TO THE FISCAL YEAR 2021-2022 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 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2020-2021 TO THE FISCAL YEAR 2021-2022 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, 2021, which remain incomplete and will carryover from fiscal year 2020-2021 into the ensuing fiscal year; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; 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.

Attachment: Minutes - December 14, 2021 - Regular City Commission meeting (3578 : Minutes)

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, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of DECEMBER, 2021.

Enacted and approved this 14th day of December, 2021, in Holly Hill

3.

Request for Lien Reduction - 501 3Rd Street

(Requested by Joseph Forte, City Manager)
Mr. Forte briefly read through the staff report for the lien reduction for 501 3rd Street. The property was purchased by Joseph Jaquish on May 18, 2021 through a tax deed sale in the amount of ($45,000.00) The original code violation was issued on May 7, 2015 for storage of junk, trash and debris and harborage of vermin. The property has come into compliance for these violations on May 26, 2021. The property owner is working to repair and improve the property which, still has a lot of work to be done but has not been code enforced for these other items. The code violation had been cited and the case brought to the Special Master in June 14, 2015. The liens began to accrue and over time have accumulated to $172,480.00 before stopping when the property reached compliance on May 26, 2021 after being purchased by Mr. Jaquish at a tax deed sale. Mr. Forte stated that since the property had been acquired through a tax deed sale with excess funds held in escrow for any lien hold to request, the City filed a request for the balance of the excess funds. The due diligence period for the excess funds have ended and the city has received the excess funds in the amount of $39,493.67. Therefore, the staff is recommending the lien be released.
Vice Mayor opened public participation. No one spoke.

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

Enacted and approved this 14th day of December, 2021, in Holly Hill

6. PUBLIC HEARINGS

1. -2021-O-3044 Ordinance

Attachment: Minutes - December 14, 2021 - Regular City Commission meeting (3578 : Minutes)

FIRST READING - ORDINANCE 3044 - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1012 8Th Street Having Parcel Number 4244-01-07-0081 by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from MXZ (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. AND FIRST READING - ORDINANCE 3045 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described as 1012 8Th Street Having Parcel Number 4244-01-07-0081 and Further Described in Attachment "A" from MH-1 (Mobile Home) to CC-1 (Commercial Corridor District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Both Ordinances titles were read at the same by Attorney Simpson but voted on separately.

Brian Walker, City Planner, briefly went over the staff reports for both Ordinances for amending the Comprehensive Plan for 1012 8th Street and amending the Land Development Regulations for same property.

Vice Mayor opened public participation for both Ordinances for first reading. No one spoke.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS]**	**Next: 1/11/2022 6:00 PM**
MOVER:	Roy Johnson, District 4 - Commissioner	
SECONDER:	John C. Danio, District 3 - Commissioner	
AYES:	Penny, Currie, Danio, Johnson	
EXCUSED:	Via	

7. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte mentioned that the Mayor and City Commission have nominated Russell Royce from Pictona at Holly Hill who is known as their Master Gardener at Pictona as "Citizen of the Year" for 2021.

*Commissioner Currie made a motion to **ACCEPT THE CITIZEN OF THE YEAR FOR 2021 AS RUSSELL ROYCE**, seconded by Commissioner Danio.*

Vice Mayor Penny opened public participation. No one spoke.

Mr. Forte wished everyone a Merry Christmas and a Happy New Year.

B. City Attorney Comments

Attorney Simpson wished everyone a Merry Christmas and a Happy New Year.

Attachment: Minutes - December 14, 2021 - Regular City Commission meeting (3578 : Minutes)

C. City Commission Comments

Commissioners Currie, Danio and Johnson wished everyone a Merry Christmas and a Happy New Year. Thanked all the employees for a great Christmas Tree Lighting Ceremony and parade. Very pleased at the turnout of both events and great job by all the city employees who helped put it together and worked hard on those events.

Commissioner Johnson mentioned that he will get someone to come speak to them for the LPGA Widening Discussion workshop that will be coming up in January 2022.

Commissioner Danio enjoyed helping out with the Christmas Club this year; was very impressed since this was his first time helping.

Commissioner Currie thanked everyone who came out to help with the Christmas Club this year; it's always a huge success and appreciated by so many families and thanked R & R Roofing for their hospitality services for allowing the Christmas Club to come there and do that event for the community at-large.

D. Mayor's Comments

Vice Mayor Penny wished everyone a Merry Christmas and a Happy New Year and thanked all the employees as well, for their hard work and efforts for the Christmas Tree Lighting Ceremony and the parade.

8. ADJOURNMENT

The meeting adjourned at approximately 6:45 PM.

Attachment: Minutes - December 14, 2021 - Regular City Commission meeting (3578 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 11, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, to Approve the Auction of Items Identified to be Surplussed According to Purchasing Policy Section 13.2; Providing for Severability; Providing for an Effective Date.**
NUMBER: **2022-R-1**
APPLICANT:
PLANNER:

DISCUSSION:

Periodically, end of life vehicles and equipment are retired and surplussed two vehicles and four pieces of equipment have been identified to be surplussed, including a generator ($300 reserve), tractor ($1,000 reserve), a valve exercising machine and controller ($10,000 reserve), a 2002 Ford F-350 truck ($500 reserve), a 2003 Ford F-350 truck ($1,000 reserve) and a controller for valve exercise machine (no reserve).

The fixed assets in the attached list have been identified as being surplus property available for disposition due to obsolescence or replacement. These assets are recommended to be disposed through public auction. The City utilizes a third-party auction site, Manheim Auto Auction, to sell surplus vehicles and equipment. Staff further recommends that any items unable to be sold at auction be scrapped.

Per Resolution 2018-R-30, Purchasing Policy, Section 13.2 Disposition of Surplus property, the value of the property, including scrap value, may exceed $25,000, which requires that the City Commission approve the equipment as surplus prior to disposition. The surplus list and attachments are included under Exhibit "A". Purchasing Policy Section 13.2 is included under Exhibit "B".

FISCAL ANALYSIS:

The proceeds from the sale of the surplus items will be placed in the fund that acquired the fixed assets being disposed.

STAFF RECOMMENDATION:

Staff recommends the City Commission declare the equipment identified in the attached exhibit as surplus and authorize the sale of the surplus equipment at Manheim Auto Auction.

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:

Authorize the City Manager to dispose of the attached list of surplus equipment.

ATTACHMENTS:

- Exhibit B - Purchasing Policy Section 13.2 (PDF)
- Exhibit A - Surplus List (PDF)

Resolution No. 2022-1

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE AUCTION OF ITEMS IDENTIFIED TO BE SURPLUSSED ACCORDING TO PURCHASING POLICY SECTION 13.2; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE AUCTION OF ITEMS IDENTIFIED TO BE SURPLUSSED ACCORDING TO PURCHASING POLICY SECTION 13.2; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department has identified three (3) vehicles and three (3) pieces of equipment that are no longer in use or have been replaced to include a 2002 Ford F-350 (vehicle 847), a 2003 Ford F-350 (vehicle 751) a 30kW Onan generator (generator 35) , a 1986 Ford Tractor (vehicle 752) and a 2014 Valve Exercising Machine and controller (Equipment 142); and

WHEREAS, public auction of surplussed vehicles will generate revenue for the City to be placed in the fund of that acquired the fixed asset.

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

SECTION 1. That the City Commission does hereby declare the items identified as surplus and authorize the sale of surplus vehicles and equipment at Manheim Auto Auction or to be scrapped if unable to be sold at auction.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 11th day of JANUARY, 2022.

POLICY 12.4 PERSONAL USE OF GOVERNMENT CONTRACTS OR PRICING

If a vendor offers bid prices to all government officials and employees, the City's officials and employees may avail themselves of such. However, the product must be ordered and paid for by the official or employee directly to the vendor.

CHAPTER 13 - CAPITAL ASSET

Capital asset control entails tracking, compiling and maintaining an inventory of capital assets to control losses due to negligence or theft, to provide a basis for insurance claims and identify surpluses. Capital asset records are set up to comply with Florida Statute 274.

POLICY 13.1 CAPITAL ASSET TRACKING

Capital assets are tangible items (e.g. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible items (e.g. easements, water rights) with original cost or value of $5,000 or more (Higher thresholds depending on type of assets), with an estimated useful life of one (1) to five (5) years following the date of acquisition. Capitalization thresholds are to be applied to individual items rather than groups of similar items (e.g. desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets. Additional Finance Department Capital Asset Policies are available for additional thresholds and requirements.

POLICY 13.2 DISPOSITION OF SURPLUS PROPERTY

Disposition of surplus property shall be in accordance with Section 166 of Florida Statute. Each Department/Department must report its surplus or obsolete property, equipment, or supplies to the Finance Department. Once this is approved as surplus by the Finance Department shall be held until surplused. The Department shall provide a "Property Disposition Form" which shall include - all property/equipment declared surplus or obsolete and the requested method of disposition as mandated by "Florida Law". (F.S. 274.03)

The Finance Department has the discretion to classify any City property/equipment as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06) Property valued to be under $5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department. Any sale of property the value of which is estimated to be $5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

All Property/equipment valued at $ 25,000 and above shall be approved by the City Commission and sold at public auction.

Attachment: Exhibit B - Purchasing Policy Section 13.2 (2022-R-1 : Surplus of Three Vehicles and Three Pieces of Equipment)

HOLLY HILL
FLORIDA

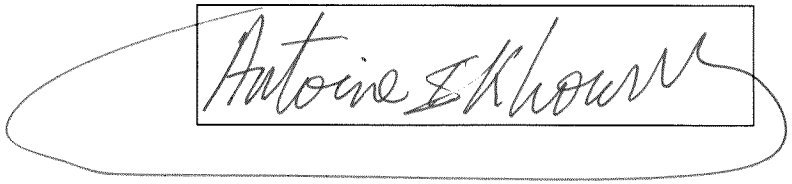
Inventory Surplus Request Form

Department of Public Works

December 16, 2021

Asset Tag	Asset Type Description	Serial Number	Veh/Unit	Manufacturer	Model	Book Value	Date of Purchase	Reason for Surplus
2006002064	2002 Ford F-350 with Knapheide body	1FDWF36L92EB3234	847	Ford	F350	$0.00	2/11/2002	Replaced
2006002076	2003 Ford F-350 Stake Truck	1FDWF36L03ED00636	741	Ford	F350	$0.00	5/8/2003	Replaced
2006002003	1986 Ford Tractor 1710	UL17593	752	Ford	770B	$0.00	3/11/1987	Not in use
n/a	30kW Generator	unknown	G35	Onan	unknown	$0.00	unknown	Not in use
2014000216	Wachs Diesel Powered Valve Exerciser	1E9PT1515DC297879	142	Wachs		$16,293.25	6/6/2014	Not in use
2014000217	Controller for Wachs Valve Exerciser	1E9PT1515DC297879	n/a	Wachs	XF-100	$508.25	unknown	Not in use
Totals						$16,801.50		

Department Head Signature / Date



HOLLY HILL
FLORIDA

INVENTORY SURPLUS FORM
PLEASE PRINT ALL INFORMATION

Equipment Description 2002 Ford F-350 with Knapheide Service Body

Tag # 2006002064 **Serial #** 1FDWF36L92EB3234

Manufacturer Ford **Model #** F-350

Vehicle # 847

Reason for Request to Surplus: Truck bed is separating from the body of the truck and the brake lines are badly rusted. The cost of repairs exceeds value of vehicle. Vehicle replaced in 2021

Department: Facilities

Supervisor: Steven Juergst

Date: 15-Dec-21

****

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Purchase Date: 02/11/2002; Purchase Cost: $23,916.00; Book Value: $0.00

Recommendation: Auction on Manheim with a reserve set to $500

Approved Disposal Method: _____

Attachment: Exhibit A - Surplus List (2022-R-1 : Surplus of Three Vehicles and Three Pieces of Equipment)

847

HOLLY HILL
FLORIDA

INVENTORY SURPLUS FORM
PLEASE PRINT ALL INFORMATION

Equipment Description 2003 Ford F-350 Stake Truck

Tag # 2006002076 **Serial #** 1FDWF36L03ED00636

Manufacturer Ford **Model #** F-350

Vehicle # 751

Reason for Request to Surplus: There is no air conditioning in this truck, and it has exceeded its useful life. Truck is otherwise running with 44,043.1 miles. Vehicle replaced in 2021

Department: Streets

Supervisor: Shawn Hebert

Date: 15-Dec-21

****

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Purchase Date: 05/08/2003; Purchase Cost: $20,916.00; Book Value: $0.00

Recommendation: Auction on Manheim with a reserve set to $1,000

Approved Disposal Method: _____

Attachment: Exhibit A - Surplus List (2022-R-1 : Surplus of Three Vehicles and Three Pieces of Equipment)

751
F-350
CITY OF HOLLY HILL FLORIDA
INCORPORATED JULY 4, 1901

HOLLY HILL
FLORIDA

INVENTORY SURPLUS FORM
PLEASE PRINT ALL INFORMATION

Equipment Description Ford Tractor 1710 with loader & 7 box scraper

Tag # 2006002003 **Serial #** UL17593

Manufacturer Ford **Model #** 770B

Vehicle # 752

Reason for Request to Surplus: 1986 model runs but is no longer being used

Department: Streets Division

Supervisor: Antoine D Khoury

Date: 23-Nov-21

****

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Purchase Date: 03/11/1987; Purchase Cost: $9,492; Book Value: $0.00

Recommendation: Auction on Manheim with reserve of $1,000.00

Approved Disposal Method: _____

Attachment: Exhibit A - Surplus List (2022-R-1 : Surplus of Three Vehicles and Three Pieces of Equipment)

FORD 770B

HOLLY HILL
FLORIDA

INVENTORY SURPLUS FORM
PLEASE PRINT ALL INFORMATION

Equipment Description 30kW Generator

Tag # n/a **Serial #**

Manufacturer Onan **Model #**

Vehicle # G35

Reason for Request to Surplus: The starter needs to be rebuilt. Generator is no longer being used

Department: Wastewater

Supervisor:

Date: 23-Nov-21

****

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By **Date**

Notes: No information is available concerning the purchase date or cost of this generator, however, this unit was manufactured between 1970 and 1985.

Recommendation: Auction on Manheim with reserve of $300.00

Approved Disposal Method:

Attachment: Exhibit A - Surplus List (2022-R-1 : Surplus of Three Vehicles and Three Pieces of Equipment)

HOLLY HILL
FLORIDA

INVENTORY SURPLUS FORM
PLEASE PRINT ALL INFORMATION

Equipment Description Wachs Diesel Powered Valve Exercising Trailer

Tag # 2014000216 **Serial #** 1E9PT1515DC297879

Manufacturer Wachs **Model #**

Vehicle # 142

Reason for Request to Surplus: Not being used

Department: Water Division

Supervisor:

Date: 23-Nov-21

****

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By **Date**

Notes: Purchase Date: 06/06/2014; Purchase Cost: $59,250; Purchase Order: 140251

Book Value: $21,725

Recommendation: Auction on Manheim with reserve of $10,000.00

Approved Disposal Method:

Attachment: Exhibit A - Surplus List (2022-R-1 : Surplus of Three Vehicles and Three Pieces of Equipment)

HOLLY HILL
FLORIDA

INVENTORY SURPLUS FORM
PLEASE PRINT ALL INFORMATION

Equipment Description Hemisphere Controller for WACHS Valve Exercising Trailer

Tag # 2014000217 **Serial #** 1E9PT1515DC297879

Manufacturer Wachs **Model #** XF-100

Vehicle #

Reason for Request to Surplus: Not being used

Department: Water Division

Supervisor:

Date: 23-Nov-21

****

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By **Date**

Notes: Purchase Date: 06/06/2014; Purchase Cost: $1,850; Purchase Order: 140251

Book Value: $678.33

Recommendation: Auction on Manheim

Approved Disposal Method:

Attachment: Exhibit A - Surplus List (2022-R-1 : Surplus of Three Vehicles and Three Pieces of Equipment)

Attachment: Exhibit A - Surplus List (2022-R-1 : Surplus of Three Vehicles and Three Pieces of Equipment)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 11, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Elo Restoration, Inc., D/B/A Elo Roofing a Contract in the Amount of $103,597.23 to Replace the Roof at the Ymca and Authorizing the City Manager to Execute the Same; Providing for Severability; Providing for an Effective Date.**
NUMBER: **2022-R-2**
APPLICANT:
PLANNER:

DISCUSSION:

Due to its age and condition, the roof of the YMCA has been identified in the FY2021/2022 budget as needing to be replaced in the current fiscal year. As such, a formal sealed bid was held seeking proposals for the roof replacement. On December 21, 2021, five (5) bids were received to perform this work. The bids received were:

RJ Group Inc.	$59,385.48	$4.00 per ft² to replace wood
ELO Restoration, Inc.	$98,597.23	$2.66 per ft² to replace wood
Nationwide Exteriors	$110,729.00	$1.56 per ft² to replace wood
RMS Orlando Inc.	$169,000.00	$2,000.00 per ft² to replace wood
Algat Enterprises, Inc.	$243,000.00	$160.00 per ft² to replace wood

Copies of all bids received are included under Exhibits “A” through “G”

On December 22, 2021 RJ Group withdrew their proposal stating that a mathematical error had been made on their submitted bid. A copy of this correspondence is included under Exhibit “H”.

On December 28, 2021, an evaluation committee convened to discuss the bids received and select a contractor to recommend to the City Commission. Each member of the selection committee chose ELO Restoration, D/B/A ELO Roofing as the lowest responsive and responsible bidder. A copy of the evaluation committee scoring is included under Exhibit “I”.

Prior to a formal recommendation being given to the City Commission, staff reached out for written references for ELO Restoration, Inc., D/B/A ELO Roofing. Copies of the references are included under Exhibits “J” through “L”.

Staff is recommending that the City Commission approve an agreement with ELO Restoration,

Inc., D/B/A ELO Roofing Inc., to replace the roof at the YMCA. The cost of the roof replacement is $98,597.23. Staff further recommend the addition of an amount not to exceed $5,000 to the purchase order for the replacement of wood as needed, bringing the total cost to $103,597.23.

FISCAL ANALYSIS:

Funding was approved in the FY2021/2022 budget for the replacement of the YMCA roof under General Ledger with sufficient funding to cover the cost in account # 301-8110-580-6200.

STAFF RECOMMENDATION:

Approve the agreement and authorize the city manager to enter into agreement with ELO Restoration, Inc., D/B/A ELO Roofing Inc., for the replacement of the YMCA roof.

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:

FINDING ELO RESTORATION, INC., D/B/A ELO ROOFING, INC., TO BE THE LOWEST, RESPONSIBLE BIDDER FOR REQUEST FOR PROPOSAL#22-BG-01 IN THE AMOUNT OF $103,597.23 TO REPLACE THE ROOF AT THE YMCA AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AS APPROVED IN THE FY2021-2022 BUDGET.

ATTACHMENTS:

- Exhibit A - Bid RJ Group Inc (PDF)
- Exhibit B - Bid ELO Roofing (PDF)
- Exhibit C - Bid ELO Roofing Addendum (PDF)
- Exhibit D - Bid Nationwide Exteriors (PDF)

- Exhibit E - Bid Nationwide Exteriors Quote (PDF)
- Exhibit F - Bid RMS Orlando Inc (PDF)
- Exhibit G - Bid Algat Enterprises Inc (PDF)
- Exhibit H - RJ Group Withdrawal of Bid (PDF)
- Exhibit I - Selection Committee Scoring (PDF)
- Exhibit J - Reference Check - First Baptist Church of Gray Gables (1) (PDF)
- Exhibit K - Reference Check - Orlando Housing Authority (PDF)
- Exhibit L - Reference Check - The Delaney Company (PDF)
- YMCA Roof Replacement RFP Final 11-09-2021 (DOCX)

Resolution No. 2022-2

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING ELO RESTORATION, INC., D/B/A ELO ROOFING A CONTRACT IN THE AMOUNT OF $103,597.23 TO REPLACE THE ROOF AT THE YMCA AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, FINDING ELO RESTORATION, INC., D/B/A ELO ROOFING, INC., TO BE THE LOWEST, RESPONSIBLE BIDDER FOR REQUEST FOR PROPOSAL #22-BG-01 IN THE AMOUNT OF $103,597.23 TO REPLACE THE ROOF AT THE YMCA AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, due to its age and condition, the roof of the YMCA is in need of replacement; and

WHEREAS, Five (5) bids were received from contractors to perform this work; and

WHEREAS, a unanimous recommendation was reached by a selection Committee recommending that the contract for the replacement of the YMCA roof be awarded to ELO Restoration, Inc., D/B/A ELO Roofing, Inc.; and

WHEREAS, ELO Restoration, Inc., D/B/A ELO Roofing, Inc., is selected as the lowest, responsible bidder.

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 select ELO Restoration, Inc., D/B/A ELO Roofing, Inc., as the lowest, responsible bidder and approve a contract with ELO Restoration, Inc., D/B/A ELO Roofing, Inc., in the amount of $103,597.23 (to include contingency for wood sheets replacement) to replace the roof at the YMCA and authorize the City Manager to execute the same.

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 11th day of JANUARY, 2022.

R/J GROUP
INCORPORATED

4244 Jackson St. Port Orange, FL 32127

RFP RESPONSE

HOLLY HILL
FLORIDA

22-BG-01

YMCA Roof Replacement

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

TAB I

Management Summary

R/J Group, Inc. has been servicing the roofing and construction industry with the highest quality of service in the Central Florida area for over 35 years. We began as a family owned and operated general contracting company with 5 employees and evolved into a full-service commercial and residential roofing company with more than 75 employees. We perform new construction roof installations combined with service and maintenance repairs in Central Florida's I-4 corridor for some of the largest companies in the United States to include Walmart, BJ's Wholesale, Hobby Lobby, Publix, Embry Riddle, City of Daytona Beach, UCF Foundation, CBRE and the Daytona International Speedway.

At the R/J Group we strive for the highest quality of service by following manufacturer specifications and all applicable codes and laws to the letter. Safety is paramount in the roofing industry, in 2019 we were awarded the FRSA Self Insurers Fund Outstanding Safety Achievement Award. The RJ Group has also developed a dedicated service and repair division, which means we do not have to pull resources from other projects to provide daily service and repair for our long-term customers.

R/J Group's success is driven by the quality of personnel we keep and the continued training we provided on a daily basis. Our company maintains an average length of tenure of our key personnel of over 5 years. We maintain several master certifications from a plethora of roofing manufacturers including but not limited to GAF, Certainteed, Firestone, GACO, Johns Manville, Fibertite Roofing, Sika Sarnafil, Metal Era, Pac-Clad, Boral tile, Eagle Tile and Sherwin Williams.

Rick Johnson, President
Rick.johnson@r-jgroup.com
386-760-0764

Rick Johnson

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

TAB II

Corporate Experience and Capacity

Description of Company	The RJ Group, a corporation located at 4244 Jackson St. Port Orange, FL has been performing general contracting, residential and commercial roofing for 35 years. We have 75 employees, 6 vehicles and a myriad of equipment related to roofing installations and service work. The company President is Rick Johnson.
Project Capacity Information	There will be up to 10 personnel working full time on this project.

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

TAB III

Customer Listing

Customer	Project-Service
Cypress Head Country Club, City of PO **Date: 11/2021** Job Size: 185sq Job Value: $95k Contact: Frank Flagg (386)547-0582	Reroof
Countryside – 960 S. Lakewood Dr., PO **Date: 10/2021** Job Size: 100sq Job Value: $42k Contact: Nick (386)871-8901	Reroof
Spruce Creek Waste Water Treatment Plant, PO **Date: 05/2021** Job Size: 55sq Job Value: $57k Contact: Charles Conway (386)804-7403 cconway@volusia.org	Reroof
ERAU – Chanute Phase II, DB **Date: 06/2018** Job Size: 350sq Job Value: $108k Contact: Stanley Marshall (386)226-6510 Marsh861@erau.edu	Reroof
Victoria Gardens Condo's – VP HOA, DELAND **Date: 10/2020** Job Size: 1200sq Job Value: $1.1m Contact: Steve Ingram (386)473-3073 singram@evergreen-lm.com	Reroof
Palm Coast Retail Center – Palm Coast, FL Job Size: 17k SF Job Value: $65,000 Contact: Dr. Melchor Gonzalez (386) 316-4042 Melchorgonzalez2@gmail.com	Reroof

*** This is not a complete listing of reroof projects. If additional projects are required, we will provide upon request.

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

TAB IV

Acceptance of Conditions

NOT APPLICABLE

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

TAB V

Documents

General Contracting License Number:

CGC 049896 and CGC 1505663

Roofing license numbers:

CCC 057176, CCC 1325915, and CCC1326079

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

TAB VI

Required Form Submittals

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

PROPOSERS CHECKLIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.
Proposer should check off each of the following items as the necessary action is completed:

☑ The standard contract/ agreement has been signed and included.

☑ All applicable forms have been signed and included

☑ All information as requested in the Proposer's Qualification Form is included.

☑ Any addenda have been signed and included.

☑ The mailing envelope has been addressed to:

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

☑ The **mailing envelope must be sealed and marked** with Proposal Number "**RFP # 22-BG-01**, Proposal Title **"YMCA Roof Replacement "** and **Due Date "December 21, 2021 @ 10:00 am"**.

☑ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

RJ Group Inc.	4244 Jackson St.
Company	Address
Rick Johnson	Port Orange, FL 32127
Authorized Signature	City, State, Zip Code
RICK JOHNSON / PRESIDENT	386-760-0764
Printed Name & Title	Telephone No.
rick.johnson@r-jgroup.com	386-760-3080
Email	Fax No.

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

PROFESSIONAL SERVICES AGREEMENT
YMCA Roof Replacement
Request for Proposal (RFP) 22-BG-01

THIS AGREEMENT is made and entered into this 20th day of December, 2021, by and between RJ Group Inc., duly authorized to conduct business in the State of Florida and whose address is 4244 Jackson St. Port Orange, FL 32137, 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 #22-BG-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 one hundred and twenty (120 days) from the date of award per the terms and conditions of the RFP.

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

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

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

For Contractor:
Rick Johnson, President (Name, Title)
RJ Group Inc. (Company)
4244 Jackson St. (Address)
Port Orange, FL 32127 (City, State, Zip)
386-760-0764 (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 between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

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

WITNESSES:

_____

WITNESSES:

_____

_____

Attachments: A. RFP # 22-BG-01
B. Firm Response to RFP

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS
By: _____
_____, _____

Dated:_____

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

CONFLICT OF INTEREST AFFIDAVIT

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

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

R/J Group. Inc.
Company

4244 Jackson St
Address

Authorized Signature

Port Orange, FL 32127
City, State, Zip Code

Ian Johnson V.P.
Printed Name & Title

386.760.0764
Telephone No.

ian.johnson@rjgroup.com
Email

386.760.3080
Fax No.

State of Florida)
City of Port Orange)

SUBSCRIBED AND SWORN to before me this 20th day of December, 2021, by Ian Johnson, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: _____.

CANDRA DUNCAN MY COMMISSION EXPIRES OCTOBER 30, 2024 #HH 030176 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

My Commission Expires: 10/30/2024

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
90%	Lake Fairview	$ 488.000
85%	Rooms To Go	$ 276,000
98%	Cypress Head Clubhouse	$ 94,300

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

City of New Smyrna Beach

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☑ No

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

FEES:

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

$_____Total Fees for work done on all City projects

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
50%	Franklin Intl - TPO Roof Replacement and Maintenance 5 facilities	$ $250,000
20%	Boston Whaler - Roof Coating	$ $85,000
		$

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

City of New Smryna Beach, FL - Utilities Commission - Reroof - $118,000

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☑ No

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

FEES:

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

$ N/A **Total Fees for work done on all City projects**

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

REFERENCES:
Bank(s) Maintaining Account(s): South State Bank

Surety/Underwriter: (if required) Nielson, Mosholder & Associates

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☑ Corporation/Years in Business: 36. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

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

R/J Group, Inc.
Company

Authorized Signature

4244 Jackson St
Address

Port Orange, FL 32127
City, State, Zip Code

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

DECLARATION STATEMENT

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

RE: RFP NO. 22-BG-01 " YMCA Roof Replacement"
Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 22-BG-01.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 20th day of December, 2021 in the City of Port Orange, in the State of Florida.

RJ Group Inc.
Company

Rick Johnson
Authorized Signature

4244 Jackson St.
Address

Port Orange, FL 32127
City, State, Zip Code

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

INSURANCE REQUIREMENTS
(Continued)

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

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

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

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number **22-BG-01** and **YMCA Roof Replacement**

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

RJ Group. Inc
Company

4244 Jackson St
Address

Authorized Signature

Port Orange, FL 32127
City, State, Zip Code

Ian Johnson V.P.
Printed Name & Title

386-760-0764
Telephone No.

ian.johnson@rjgroup.com
Email

386 760 3080
Fax No.

Franic Furman
Insurance Agency

Franc Furman
Signature of Proposer's Agent

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☑ **YES**
☐ **NO**

RJ Group Inc.	4244 Jackson St.
Company	Address
Rick Johnson	Port Orange, FL 32127
Authorized Signature	City, State, Zip Code
RICK JOHNSON / PRESIDENT	386-760-0764
Printed Name & Title	Telephone No.
rick.johnson@r-jgroup.com	386-760-3080
Email	Fax No.

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2021

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

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

PRODUCER
Tim E. Hill Insurance Agency, Inc.
1505 E. Commercial Blvd
Ft. Lauderdale, FL 33334

CONTACT NAME: Tim E. Hill
PHONE (A/C, No, Ext): 954-202-3516 FAX (A/C, No): 954-202-6300
E-MAIL ADDRESS: Tim@timhillagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
RJ Group Inc
4244 Jackson Street
Port Orange, FL 32127

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY	Y	Y	J80 7256-F25-59	12/25/2021	06/25/2022	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	X ALL OWNED AUTOS		X SCHEDULED AUTOS				BODILY INJURY (Per accident)	$ 1,000,000
	X HIRED AUTOS		X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	EMPLOYERS NON OWNED LIABILITY (ENOL)	Y	Y	59-6578-R02	12/25/2021	06/25/2022		$ 1,000,000

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

Re: RFP Number 22-BG-01 and YMCA Roof Replacement
City of Holly Hill is included as an Additional Insured with regard to Auto Liability as required per written contract. These policies are Primary and Non-Contributory to any insurance the Additional Insured's maintain. All Auto policies provide for a Waiver of Subrogation in favor of the Additional Insured's. 30 day notice will be provided for policy cancellations, 10 days for non-payment of premium.

CERTIFICATE HOLDER

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Tim E Hill

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Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2021

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PRODUCER
FRSA Self Insurers Fund, Inc.
4099 Metric Drive
Winter Park, FL 32792

CONTACT NAME: Debra Guidry, CPCU
PHONE (A/C, No, Ext): (800) 767-3772 FAX (A/C, No): (407) 671-2520
E-MAIL ADDRESS: cert@frsasif.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FRSA Self Insurers Fund / Evanston Insurance Co.	35378
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
R J Group, Inc.
4244 Jackson Street
Port Orange, FL 32127

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
				N/A			PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS			N/A			BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE			N/A			AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	N	870-040098 / 3EN8747	01/01/2021	01/01/2022	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	Johnson, Richard N: 04/02/2015 to 03/16/2023 Johnson, Debra M: 04/02/2015 to 03/16/2023							

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

REMARKS: Non-cancelable, without 30 days prior written notice, except for non-payment of premium which will be a 10 day written notice.

RFP Number 22-BG-01 and YMCA Roof Replacement

CERTIFICATE HOLDER

Attn:

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Debra Guidry CPCU
Underwriting Manager

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Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/25/2021

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PRODUCER Tim E. Hill Insurance Agency, Inc. 1505 E. Commercial Blvd Ft. Lauderdale, FL 33334	CONTACT NAME: Tim E. Hill PHONE (A/C, No, Ext): 954-202-3516 FAX (A/C, No): 954-202-6300 E-MAIL ADDRESS: Tim@timhillagency.com
INSURED RJ Group Inc 4244 Jackson Street Port Orange, FL 32127	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : INSURER B : State Farm Mutual Automobile Insurance Company — 25178 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY	Y	Y	59-6578-R01	12/25/2021	06/25/2022	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	X ALL OWNED AUTOS		X SCHEDULED AUTOS				BODILY INJURY (Per accident)	$ 1,000,000
	X HIRED AUTOS		X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	EMPLOYERS NON OWNED LIABILITY (ENOL)	Y	Y	59-6578-R02	12/25/2021	06/25/2022		$ 1,000,000

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

Comprehensive / Collision Coverage Deductibles $1,000 / $1,000
Personal Injury Protection (PIP) $0 Deductible
Medical Payments Coverage - Emergency Medical Condition Limit $5,000 Each Person
Not an Emergency Medical Condition Limit $1,250 Each Person
Uninsured Motor Vehicle Coverage (Non-Stacking) Bodily Injury Limits $1,000,000 Each Person / $1,000,000 Each Accident

CERTIFICATE HOLDER

RJ Group Inc
4244 Jackson Street
Port Orange, FL 32127

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tim E Hill

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Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
TIM E. Hill	RJ Group Inc 4244 Jackson Street Port Orange, FL 32127
POLICY NUMBER See Below	
CARRIER: State Farm Mutual Automobile Insurance Company — NAIC CODE: 25178	EFFECTIVE DATE: 12/25/2021

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Customer Vehicle	Policy #	Year	Make	Model	VIN
1	J80 7252-F25-59	2014	Dodge	Ram	3C6TRVDG6EE123279
2	J80 7255-F25-59	2015	Dodge	Ram	3C6TRVAG9FE503836
3	J80 7257-F25-59	2015	Dodge	Ram	ZFBERFAT8F6973899
4	J80 7254-F25-59	2018	Isuzu	NPR	54DC4W1B9JS801533
5	J80 1220-F25-59	2015	Cadillac	Escalade	1GYS4CKJ6FR285404
6	J80 7258-F25-59	2014	Chevrolet	Silverado	3GCPCPEHXEG283460
7	J80 7253-F25-59	2015	FRRV	Trailer	5NHUNS017FU108637
8	J80 1221-F25-59	2013	Ford	F-150	1FTEX1CM7DFC25217
9	J80 1222-F25-59	2013	Ford	F-150	1FTMF1CMXDKE77985
10	J80 7256-F25-59	2018	Ford	F550	1FD0W5GU7JEC45594
11	J80 1223-F25-59	2018	Chevrolet	Silverado	3GCUKPEC1JG400489
12	J80 1219-F25-59	2020	Ford	F150	1FTEW1E48LFA08676

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2021

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PRODUCER
Frank H. Furman, Inc.
1314 East Atlantic Blvd.
P. O. Box 1927
Pompano Beach FL 33061

CONTACT NAME:
PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310
E-MAIL ADDRESS: gris@furmaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Clear Blue Specialty Ins. Co.	37745
INSURER B: National Union Fire Ins Co of Pittsburg	19445
INSURER C: Ohio Casualty Insurance Company	24074
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
R/J Group Inc
4244 Jackson Street
Port Orange FL 32127

COVERAGES **CERTIFICATE NUMBER:** 21-22 MASTER W/O ENDT **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		AR01RS210052702	6/28/2021	6/28/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EBU021169607	6/28/2021	6/28/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	INLAND MARINE			BM055013834	1/6/2021	1/6/2022	Leased or Rented Equipment Installation Floater	$100,000 $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REF: RFP Number 22-BG-01 and YMCA Roof Replacement City of Holly Hill is included as additional insured for General Liability as required by written contract.

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

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

AUTHORIZED REPRESENTATIVE
Dirk DeJong/EF

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Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2021

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PRODUCER Tim E. Hill Insurance Agency, Inc. 1505 E. Commercial Blvd Ft. Lauderdale, FL 33334	CONTACT NAME: Tim E. Hill PHONE (A/C, No, Ext): 954-202-3516 FAX (A/C, No): 954-202-6300 E-MAIL ADDRESS: Tim@timhillagency.com
INSURED RJ Group Inc 4244 Jackson Street Port Orange, FL 32127	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : INSURER B : State Farm Mutual Automobile Insurance Company — 25178 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$	
							PERSONAL & ADV INJURY	$	
							GENERAL AGGREGATE	$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	
	POLICY PRO-JECT LOC							$	
B	AUTOMOBILE LIABILITY	Y	Y	J80 7256-F25-59	06/25/2021	12/25/2021	COMBINED SINGLE LIMIT (Ea accident)	$	
	ANY AUTO						BODILY INJURY (Per person)	$	1,000,000
	X ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	1,000,000
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								$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	
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B	EMPLOYERS NON OWNED LIABILITY (ENOL)	Y	Y	59-6578-R02	06/25/2021	12/25/2021		$	1,000,000

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CERTIFICATE HOLDER

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida

CANCELLATION

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AUTHORIZED REPRESENTATIVE Tim E Hill

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Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Volusia

Ian Johnson, being first duly sworn, deposes and says that:

He/she is Vice President of RJ Group Inc, Proposer that has submitted the attached Qualification;

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

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

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

RJ Group Inc Company	4244 Jackson St Address
 Authorized Signature	Port Orange, FL 32127 City, State, Zip Code
Ian Johnson V.P. Printed Name & Title	386-760-0764 Telephone No.
ian.johnson@rjgroup.com Email	386-760-3080 Fax No.

Subscribed and sworn to before me this 20th day of December 2021.

Project Coordinator
Title

My Commission Expires: 10/30/2024

CANDRA DUNCAN
MY COMMISSION EXPIRES OCTOBER 30, 2024
#HH 030176
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

ACKNOWLEDGEMENTS
RFP # 22-BG-01 YMCA Roof Replacement

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

From : Insert Information
"Contractor"

The Contractor agrees to provide YMCA Roof Replacement as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the YMCA Roof Replacement called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

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

Contractor shall guarantee YMCA Roof Replacement within one hundred twenty (120) calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 20th day of December (Month), 2021 (Year)

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

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

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

Address: _____

_____

Telephone # : (___) _____ **Fax # : (___)** _____

Taxpayer Identification Number (TIN): _____

CORPORATION

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

Address: 4244 Jackson St
Port Orange, FL 32127

_____

Telephone: (386) 7600764 **Fax:** (386) 760 3080

Taxpayer Identification Number (TIN/EIN): 59-2541672

State Under Which Corporation Was Chartered: Florida

Corporate President: Rick Johnson
(Print Name)

Corporate Secretary: Debra Johnson
(Print Name)

Corporate Treasurer: Debra Johnson
(Print Name)

CORPORATE SEAL

Attest By: Debra Johnson
Secretary

Signature: Debra M. Johnson **Date:** 12/20/21

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

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

_____
(Signature)

Sworn and subscribed before me this 20th day of December, 2021.

Personally known ✓

_____
(Notary)

OR produced identification _____

Notary Public State of Florida

_____
(Type of Identification)

My commission expires: 10/30/2024

CANDRA CHEAN
MY COMMISSION EXPIRES
OCTOBER 30, 2024
#HH 030176
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

VENDOR INFORMATION

Vendor is:
(✓) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 59-2541672

Firm Name: RJ Group Inc.

Mailing Address: 4244 Jackson St. Port Orange, FL 32137

Telephone No.: 386-760-0764 Fax No.: _____

Email Address: rick.johnson@r-jgroup.com Web Address: www.r-jgroup.com

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

Firm Name: _____

Remittance Address: _____

Submitted by: RICK JOHNSON

Name & Title Printed: RICK JOHNSON / PRESIDENT

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

ADDENDUM NUMBER 1
RFP 22-BG-01
YMCA ROOF REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-01** for the above request for **YMCA ROOF REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What kind of decking is under flat roof? Is it metal, wood or concrete?

A1. The flat roof section at the YMCA is a built up roof over wood.

Q2 Are we allowed to do core samples on the flat roof portions?

A2. Core samples may be taken if granted award.

Q3 Are you requiring this projected to be bonded?

A3. No bid bond is required for this job. A 100% performance bond will be required only if the cost is in excess of $300,000.

Q4 Do you have the make and color of the shingles used at City Hall so that they may be matched at the YMCA?

A4. The shingles used at City Hall were: CertainTeed landmark Architectural Shingles, Color is Resawn Shake

Q5 Do you have a core sample of the flat roof?

A5. No, we do not.

Q6 Is there a dedicated area for a dumpster near the building?

A6. We want to keep the dumpster off of the grass, but we have a sidewalk area near the building that can be used.

Q7 Is the angle of the flat roof know, and can there be substitutions for ISO board?

A7. There have not been leaking issues from the flat roof and drainage is occurring, but the

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

angle of the roof is unknown. ISO board is a requirement of this bid.

Signature acknowledges receipt and understanding of this addendum.

Rick Johnson President

Name/Title

12/20/2021

Date

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
R/J Group, Incorporated

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

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

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

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
4244 Jackson Street

Requester's name and address (optional)

6 City, state, and ZIP code
Port Orange, FL 32127

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
5 9 – 2 5 4 1 6 7 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Debra M. Johnson Date ▶ 10/27/2020

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

Company Name: RJ Group Inc

Authorized representative (printed): Rick Johnson

Authorized representative (signature): Rick Johnson

Project Number: 22-BG-01 Date: 12/20/2021

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

REFERENCES FORM

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

1. Name of Company: University of Central Florida Foundation
   Address: 12424 Research Blvd. #250 Orlando, FL 32826
   Point of Contact: David Pierro
   Phone #: 407-722-0178 Email address: david.pierro@cbre.com
   Service(s) Provided: Commercial roof service and maintenance repairs
   Dates of Service: 2017 - 2021

2. Name of Company: City of Daytona Beach
   Address: 301 Ridgewood Ave. Daytona Beach, FL 32114
   Point of Contact: Joe Paul
   Phone #: 386-795-2989 Email address: paulj@codb.us
   Service(s) Provided: Commerical roof service and maintenance repairs
   Dates of Service: 2018-2021

3. Name of Company: Embry Riddle Aeronautical University
   Address: 600 S. Clyde Morris Blvd. Daytona Beach, FL 32114
   Point of Contact: Standley Marshall
   Phone #: 386-383-5744 Email address: marsh861@erau.edu
   Service(s) Provided: Commerical roof service and maintenance repairs
   Dates of Service: 2017-2021

4. Name of Company: Tanger Outlets
   Address: 1100 Cornerstone Blvd. Daytona Beach, FL 32117
   Point of Contact: Stevie Carbonell
   Phone #: 386-214-8764 Email address: Stevie.Carbonell@tageroutlets.com
   Service(s) Provided: Commercial roof service and maintenance repairs
   Dates of Service: 2017-2021

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

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

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

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

by_____
(Print Individual's Name and Title)
for_____
(Print Name of Entity Submitting Sworn Statement)
whose business is_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

TAB VII

Price Proposal Form

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

PROPOSAL PRICING FORM

RFP 22-BG-01
YMCA Roof Replacement

RFP Date: 12/21/2021

TO: The City of Holly Hill, Florida

FROM: RJ Group Inc.

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for **the** YMCA Roof Replacement for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the YMCA Roof Replacement as follows:

Item No.	Description	Qty	Unit	Total
1.	Re-Roofing	1	LS	$ 57,385.48
2.	Cost for replacing Rotten or Damaged Wood	1	SF	$ 2,000.00

Total YMCA Roof Replacement $ $59,385.48

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

Rick Johnson
Authorized Signature

RICK JOHNSON / PRESIDENT
Printed Name & Title

RJ Group Inc.
Company

12/20/2021
Date

4244 Jackson St.
Address

Port Orange, FL 32127
City, State, Zip Code

386-760-0764
Telephone No.

rick.johnson@r-jgroup.com
Email Address.

Attachment: Exhibit A - Bid RJ Group Inc (2022-R-2 : YMCA Roof Replacement)

ELO ROOFING
Florida's Trusted Roofing Company

December 20, 2021

RFP# 22-BG-01 YMCA Roof Replacement

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

Invitation for Proposal from:
ELO ROOFING, INC.
3415 Kori Rd.
Jacksonville, Florida 32257
POC: Matthew K. Howard
Office: (904) 528-0188
Cell: (904) 362-1906
Email: MHoward@eloroofing.com

Web www.EloRoofing.com
We are a proud partner of City Rescue Mission and Habitat for Humanity! Ask us about our charitable division, Project ELOvation!

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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elo ROOFING
Florida's Trusted Roofing Company

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Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

Scanned with CamS

elo ROOFING
Florida's Trusted Roofing Company

December 20, 2021

22-BG-01 YMCA Roof Replacement
Attn: City of Holly Hill, City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117

Ladies and Gentlemen:

Elo Roofing is pleased to submit for your consideration in this proposal for general construction services. Our mission is to be the driving force that sets a new standard within the construction industry. Our core values of integrity, mastery, dedication, teamwork, and community are the guide for each of our staff members. We have a long list of successful past performance that meets the scope of requirements for this project. This will be demonstrated in the following proposal.

Elo Roofing will self-perform all areas of the scope of work. Our staff is highly skilled, motivated and trained with all current industry requirements. We are proud to be a part of our *Elo Roofing* family.

Like the City of Holly Hill, Elo Roofing is involved with community activities, contributing to civic causes, and takes great pride in doing so.

We provide a strong management and production team that have a proven reputation throughout the roofing industry.

Thank you for this opportunity. We look forward to building a partnership of service to the City of Holly Hill with this valued contract.
Sincerely,
Derek Williams, Chief Executive Officer

POC: Matthew K. Howard, Manager
Office: (904) 528-0188
Cell: (904) 362-1906
Email:MHoward@eloroofing.com

PROJECT elovation
CRM 75 YEARS CITY RESCUE MISSION
Habitat for Humanity
2020
2021

Web www.EloRoofing.com
We are a proud partner of City Rescue Mission and Habitat for Humanity! Ask us about our charitable division, Project ELOvation!

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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elo ROOFING
Florida's Trusted Roofing Company

Background

Elo Roofing has been working in the commercial and residential roofing industry for more than 8 years and has over 6,000 satisfied customers. We currently have three locations, with Jacksonville, Florida location as our corporate office.

We are a large general contractor specializing in insurance restoration of roofs, siding, gutters, and windows. We differ from most contractors by understanding the intricacies of dealing with insurance companies, their adjusters, and the other special needs of each project. We also stand out from other contractors by dedicating a full-time site supervisor to every project to oversee the roof work as it is completed, and to address any issues that may arise at the time of install.

Community

We are extremely proud of our nonprofit Elovation, which is in place to help those in our community that have been taken advantage of by other contractors. We encourage you to check out some of our Elovation projects.

Elo Roofing is a proud partner with the City Rescue Mission. Through this relationship we pledge monetary donations and dedicate countless volunteer hours toward their cause.

Derek Williams, Chief Executive Officer, owning 95% of the corporation and our full-time staffing of 75, loves partnering with Habi-Jax to build homes for deserving families. Aside from monetary donations given from Elo each year, our staff has done everything from planting flowers to framing new homes for those in need.

Awards
We are Jacksonville's own 2020 Bold City Best Roofer.
Jacksonville Business Journal's Fastest Growing Business
Owens and Corning 2020/2021 Product Excellence

PROJECT elovation

CRM 75 YEARS CITY RESCUE MISSION

Habitat for Humanity

Web www.EloRoofing.com
We are a proud partner of City Rescue Mission and Habitat for Humanity! Ask us about our charitable division, Project ELOvation!

3415 Kori Road | Jacksonville, FL 32257 | Office: 904.528-0188 | Fax: 904.619.2400 | www.EloRoofing.com
Licensed Building Contractor #CBC1253093 |Licensed Roofing Contractor #CCC1331535

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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elo ROOFING

Production Fleet Log

	VIN	Tag	Insurance
Production			
2021 Nissan NV2500	1N6BF0LY4MN800377	QHEC51	Travelers
2018 Nissan NV2500 Van	1N6BFOLY8JN817744	LGQR05	Travelers
2018 Nissan NV2500 Van	1N6BFOLY7JN818013	LFNE30	Travelers
2018 Nissan NV2500 Van	1N6BFOLY5JN818088	2894QF	Travelers
2018 Nissan NV2500 Van	1N6BFOLY4JN817918	LFMK79	Travelers
Repair			
2017 Nissan NV200	3N6CM0KNXHK717243	QDBY13	Travelers
2018 Nissan Van	3N6CM0KN0JK703292	KRGM94	Travelers
2021 Nissan NV2500	1N6BF0LY1MN800708	QHEC52	Travelers
Trailers			
2015 (BIGT)	16VDX1427G3041964	EWXM90	Travelers
2018 (TEXP)	7HCG2DGDJB005058	LKKZ54	Travelers
2015 (BIGT)	16VDX1426G3041969	EWXM89	Travelers
Other			
2018 Ford F-250	1FT7W2BTXJEC87187	KMCG31	Travelers
2018 Dodge Ram	3C6UR5CL0JG358004	KRGM93	Travelers

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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CNA SURETY
PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
Email: uwservices@cnasurety.com

December 20, 2021

To whom it may concern:

Re: File #72421892 - ELO Roofing, Inc.
Letter of Bondability
Company Code: 601 - Western Surety Company

We are aware that the above mentioned contractor may be bidding on a contract with you.

It is our intention to provide bonds for single jobs up to $500,000, or an aggregate amount up to $500,000, on the following conditions: favorable review of bid results, contracts, and bond forms acceptable to Western Surety Company, a subsidiary of CNA Surety.

Any arrangement for surety credit is a matter between the contractor and our Company. We assume no liability to you or third parties, if for any reason we do not execute a bond.

If you have any questions, please contact our office.

Sincerely,

John Calhoun
Underwriting Consultant

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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RSM

RSM US LLP

To the Members:

ELO Restoration, LLC
3415 Kori Road
Jacksonville, FL 33257

We have prepared the accompanying accrual basis statement of assets and liabilities for ELO Restoration, LLC as of December 31, 2020 as well as the accrual basis statement of income and loss for the period ending December 31, 2020; furthermore, the accompanying financial statements as of and for the year ended December 31, 2020 were not subject to an audit, review, or compilation engagement by us and, accordingly, we do not express an opinion, conclusion, nor provide any assurance on them.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the accrual basis of accounting. If omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of the operations, and cash flows. Accordingly, these financials statements are not designated for those who are not informed about such matters.

Michael Podpeskar
RSM US LLP

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

Scanned with CamS

ELO Restoration, LLC

Balance Sheet
December 31, 2020

	2020	2019
Assets		
Cash and cash equivalents	262,229	50,177
Accounts Receivable	2,703,582	2,581,054
Property and equipment, net	661,390	583,893
Property and equipment, a/d	(57,969)	(57,969)
Intangible assets, net	-	-
Prepaid Expenses and other assets	246,412	352,755
	3,815,644	**3,509,911**
Liabilities and Member's Equity		
Liabilities:		
Accounts payable and accrued expenses	458,602	427,398
Notes payable	942,882	973,856
PPP Loan	636,200	-
Total liabilities	**2,037,684**	**1,401,254**
Member's equity:		
Member's equity	1,777,960	2,108,657
Treasury Stock	-	-
Total member's equity	**1,777,960**	**2,108,657**
	3,815,644	**3,509,911**

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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ELO Restoration, LLC

Income Statement
Years Ended December 31, 2020

	2020
Income:	
Service Income	14,719,177
Interest Income	8
Gain (loss) on Disposals	-
	14,719,185
Cost of Goods Sold:	
Purchases	4,100,417
Other costs	4,115,580
	8,215,996
Operating Expenses:	
Salaries and wages and payroll taxes	2,472,423
Rent Expense	149,254
Bad Debt Expense	150,275
Repairs and Maintenance	213,847
Depreciation and amortization	-
Employee Benefit Programs	150,391
Professional, consulting and legal services	479,446
Meals & Entertainment	63,462
Bank Service Charges	38,468
Business Licenses	8,084
Computer and internet expenses	40,495
Travel expenses	226,046
Dues and subscriptions	8,329
Insurance	357,581
Utilities and telephone	74,959
Office supplies	58,044
Postage and supplies	16,716
Advertising	193,636
Charitable Contributions	12,750
Miscellaneous Expense	205,367
Interest Expense	35,310
	4,954,885
Income before income tax expense	**1,548,304**
Franchise Tax Expense	-
Net (loss) income	**1,548,304**

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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5.2.b

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

Packet Pg. 101

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7:31 AM
07/01/21
Accrual Basis

ELO Restoration, Inc.
Balance Sheet
As of December 31, 2019

	Dec 31, 19
ASSETS	
Current Assets	
Checking/Savings	
BB&T Construction Account 1489	681.90
BB&T New 6885	40,106.15
CPA to Review	3,316.66
OC Rebate Account	892.60
Wells Fargo - 2027	5,179.50
Total Checking/Savings	50,176.81
Accounts Receivable	
Accounts Receivable	2,581,054.16
Total Accounts Receivable	2,581,054.16
Other Current Assets	
Loan Receivable	16,733.02
Petty Cash	66,595.92
Prepaid Insurance	30,039.85
12000 · Undeposited Funds	3,096.38
Total Other Current Assets	116,465.17
Total Current Assets	2,747,696.14
Fixed Assets	
Accumulated Depreciation	-57,968.51
Computer Equipment	3,438.94
Furniture & Fixtures	7,667.81
Leasehold Improvements	102,168.67
Software	2,150.00
Transportation Equipment	468,467.06
Total Fixed Assets	525,923.97
Other Assets	
Builders Mutual - WC Deposit	14,218.05
Loan to R&W Holdings	35,000.00
Loan to Velocity	185,974.62
Roofing Labor, Inc.	1,097.55
Total Other Assets	236,290.22
TOTAL ASSETS	**3,509,910.33**

5.2.b

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

Packet Pg. 102

Scanned with CamS

7:31 AM
07/01/21
Accrual Basis

ELO Restoration, Inc.
Balance Sheet
As of December 31, 2019

	Dec 31, 19
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	327,427.27
Total Accounts Payable	327,427.27
Credit Cards	99,969.62
Other Current Liabilities	
BBT LOC	524,000.00
Shareholder Loan	40,000.00
Total Other Current Liabilities	564,000.00
Total Current Liabilities	991,396.89
Long Term Liabilities	
ALLY - Dodge 2500	32,618.21
Nissan Motor Acceptance Corp.	377,237.77
Total Long Term Liabilities	409,855.98
Total Liabilities	1,401,252.87
Equity	
7 Palm Lane	-52,544.37
Paid in Capital	66,340.34
Shareholder Distribution	
Brett Wilson	-3,600.00
Derrick Williams	-2,680,136.94
Eric Grengs	-1,200.00
Jeremy Rogero	-185,042.37
Total Shareholder Distribution	-2,869,979.31
30000 · *Opening Balance Equity	-232,014.40
32000 · Retained Earnings	5,098,485.08
Net Income	98,370.12
Total Equity	2,108,657.46
TOTAL LIABILITIES & EQUITY	**3,509,910.33**

elo ROOFING
Florida's Trusted Roofing Company

Equal Employment Opportunity Policy

The Company is an equal opportunity employer and makes all employment decisions on the basis of merit, qualifications, and abilities. The Company shall recruit, hire, train, and promote in all job titles, including interns, apprentices, and volunteers, without regard on race, color, sex (including pregnancy), religion (including religious dress or religious grooming), age, national origin or ancestry, physical or mental disability, medical condition, genetic information, sexual orientation, military and veteran status, or any other consideration made unlawful by federal, state or local laws ("protected characteristics"). All personnel actions such as compensation, benefits, Company-sponsored training, apprenticeships, internships, volunteer opportunities, transfer, demotion, termination, layoff, and return from layoff, shall be administered without regard to any protected characteristic stated under federal, state, or local laws. In addition, the Company has numerous policies that are designed to achieve important business objectives. We recognize, however, that an otherwise legitimate workplace policy can have unintended consequences to individuals in a particular group or class. If you feel that one of our policies adversely impacts you, you should report your issue(s) regarding the particular policy to the Company. You may discuss equal employment opportunity related questions with Human Resources or with your manager.

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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REFERENCES FORM

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

1. Name of Company: Orlando Housing Authority
   Address: 390 North Bumby Ave. Orlando/FL/32803
   Point of Contact: Mark Simpson
   Phone #: 407-895-3300 Email address: Mark.Simpson@orl-oha.org
   Service(s) Provided: 13 buildings. Removed old roofing material. Replaced rotten decking. Brought all items up to code. Re-nailed decking. Double synthetic underlayment. Replaced 5x5 flashing,created kickouts, and some minor stucco repair.
   Dates of Service: 11/06/2021-11/30/2021 $247,033.00

2. Name of Company: First Baptist Church of Gray Gables
   Address: 54031 Church Road. Callahan/FL/32011
   Point of Contact: Zandra Tison
   Phone #: 904-879-2986 Email address: fbcgraygables@comcast.net
   Service(s) Provided: Removed old roofing material. Replaced rotten decking. Broght all items up to code. Re-nailed decking. Replaced 5x5 flashing along rakes.
   Dates of Service: 04/16/2021-04/19/2021 $76,731

3. Name of Company: Roundabout LLC
   Address: 501 W 19th St. Panama City/FL/32405
   Point of Contact: David C.Tipton
   Phone #: 850-775-7452 Email address: david.tipton@cpagroup.com
   Service(s) Provided: Removed 1 Layer of TPO and cover board. Installed 1-inch Iso poly-rigid insulation board over light weight concrete. Re-surface parapet wall with osb 60 mil TPO mechanically fastened. Adhered TPO wind sheets and field fabricated flashing sheets
   Dates of Service: 10/29/2018-11/16/2018 $140,976

4. Name of Company: The DeLaney Company LLC
   Address: 3520 SW 20th Ave. Gainesville/FL/32067
   Point of Contact: Bruce Delaney
   Phone #: 386-310-2579 Email address: thedelaneycompany@gmail.com
   Service(s) Provided: Six quadriplex apartment units. Removed double-layered tear off on 75 of squares. Replaced rotten decking. installed double synthetic underlayment. Re-nail decking. Brought all items up to code.
   Dates of Service: 11/12/2018-11/19/2018 $84,519

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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elo ROOFING

ACCEPTANCE OF CONDITIONS

----------NO EXCEPTIONS----------

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CCC1331535 ISSUED: 08/31/2020
CERTIFIED ROOFING CONTRACTOR
WILLIAMS, DEREK SEAN
ELO RESTORATION, INC.

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022

Ron DeSantis, Governor — Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CCC1331535 **EXPIRATION DATE: AUGUST 31, 2022**

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

WILLIAMS, DEREK SEAN
ELO RESTORATION, INC.
3415 KORI ROAD
JACKSONVILLE FL 32257

ISSUED: 08/31/2020

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Do not alter this document in any form.
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Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

WILLIAMS, DEREK SEAN

ELO RESTORATION, INC.
3415 KORI ROAD
JACKSONVILLE FL 32257

LICENSE NUMBER: CBC1253093

EXPIRATION DATE: AUGUST 31, 2022

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2021

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

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

PRODUCER	CONTACT NAME: Ryan Young
Bell-Scott Insurance Group Roofers Choice Insurance PO BOX 2567 Waxahachie TX 75168	PHONE (A/C, No, Ext): 1-855-766-3980 FAX (A/C, No): (877) 937-7521 E-MAIL ADDRESS: coi@rooferschoiceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: BURLINGTON INS CO	23620
INSURER B: TRAVELERS CASUALTY INSURANCE COMPANY	19046
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ELO Restoration, Inc.
3415 Korl Road
Jacksonville, FL 32257

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			631BW58572	06/21/2020	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA7N568558	06/21/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			HFF0013272	06/21/2020	01/01/2022	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

CERTIFICATE HOLDER

INSURED'S PROOF OF COVERAGE
FOR BIDDING AND INFORMATIONAL PURPOSES

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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ELORESTORA MCONNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2021

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

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

PRODUCER JP Perry Insurance, Inc 3342 Kori Road Jacksonville, FL 32257	CONTACT NAME: Melanie D. Connell PHONE (A/C, No, Ext): (904) 482-1692 FAX (A/C, No): (904) 900-2222 E-MAIL ADDRESS: mconnell@jpperry.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Builders Mutual Insurance Company — 10844
INSURED ELO Restoration, Inc. / R & W Holdings, Inc. / R & W Roofing Contractors, Inc. 3415 Kori Road Jacksonville, FL 32257	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WCP106486402	6/10/2021	6/10/2022	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kevin J Henderson

ACORD 25 (2016/03)

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Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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PROPOSERS CHECKLIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.
Proposer should check off each of the following items as the necessary action is completed:

☒ The standard contract/ agreement has been signed and included.

☒ All applicable forms have been signed and included

☒ All information as requested in the Proposer's Qualification Form is included.

☒ Any addenda have been signed and included.

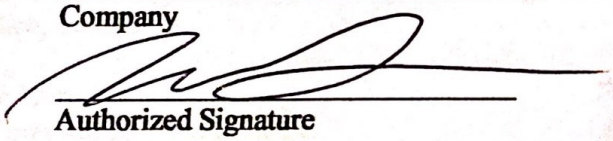
☒ The mailing envelope has been addressed to:

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

☒ The **mailing envelope must be sealed and marked** with Proposal Number **"RFP # 22-BG-01,** Proposal Title **"YMCA Roof Replacement"** and **Due Date "December 21, 2021 @ 10:00 am".**

☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

ELO Roofing, Inc Company	3415 Kori Rd. Address
 Authorized Signature	Jacksonville,Florida,32257 City, State, Zip Code
Matthew K. Howard Business Manager Printed Name & Title	904-528-0188 Telephone No.
MHoward@eloroofing.com Email	904-212-0550 Fax No.

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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PROFESSIONAL SERVICES AGREEMENT
YMCA Roof Replacement
Request for Proposal (RFP) 22-BG-01

THIS AGREEMENT is made and entered into this 20th day of December, 2021, by and between ELO Roofing, Inc, duly authorized to conduct business in the State of Florida and whose address is 3415 Kori Rd. Jacksonville, Florida 32257, 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 #22-BG-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 one hundred and twenty (120 days) from the date of award per the terms and conditions of the RFP.

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

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

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

For Contractor:
Derek Williams, CEO (Name, Title)
ELO Roofing, Inc. (Company)
3415 Kori Rd. (Address)
Jacksonville,Florida,32257 (City, State, Zip)
904-528-0188 (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 between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

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

WITNESSES:

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

WITNESSES:

_____

_____

FIRMS
By: Derek Williams
Title: _____

Dated: 12/20/2021

Attachments: A. RFP # 22-BG-01
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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CONFLICT OF INTEREST AFFIDAVIT

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

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

ELO Roofing, Inc
Company

Authorized Signature

Eric Grengs, Chief Operating Officer
Printed Name & Title

EGrengs@Eloroofing.com
Email

3415 Kori Rd.
Address

Jacksonville, Florida, 32257
City, State, Zip Code

904-528-0188
Telephone No.

904-212-0550
Fax No.

State of Florida)
City of Jacksonville)

SUBSCRIBED AND SWORN to before me this 20th day of December, 2021, by Eric Grengs, who is personally known to me to be the Chief Operating Officer for the Firm, OR who produced the following identification: _____.

Matthew Howard

Notary Public

My Commission Expires: 10/28/2025

NOTARY PUBLIC
Expires
10/28/2025
Matthew K Howard
My Commission
HH 192467
STATE OF FLORIDA

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
100%	OMEGA APARTMENTS,IFB-OHA-FYE21-3255	$ 279,468
95%	The Pinebrooke Apartments	$ 184,023
		$

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

Neighboorhood Center of West Volusia/POC Waylan Niece 386-734-8120

Sailfish Drive Apartments/POC Jean Bakkes 904 853-5404

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

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

FEES:

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

$ 0 Total Fees for work done on all City projects

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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REFERENCES:

Bank(s) Maintaining Account(s): Branch Banking and Trust Company

Surety/Underwriter: (if required) JP Perry Insurance /3342 Kori Rd, Jacksonville, FL/ (904) 268-7310

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 8 years. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____ _____

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

ELO Roofing, Inc
Company

Authorized Signature

3415 Kori Rd.
Address

Jacksonville, Florida, 32257
City, State, Zip Code

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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DECLARATION STATEMENT

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

RE: RFP NO. 22-BG-01 " YMCA Roof Replacement"
Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 22-BG-01.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 20th day of December, 2021 in the City of Jacksonville, in the State of Florida.

ELO Roofing, Inc
Company

Authorized Signature

3415 Kori Rd.
Address

Jacksonville, Florida, 32257
City, State, Zip Code

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage $1,000,000 single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	$ 500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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INSURANCE REQUIREMENTS
(Continued)

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

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

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

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number **22-BG-01** and **YMCA Roof Replacement**

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

Bell Scott Insurance Group	1580 John Arden Drive Suite 200
Company	Address
	Waxahachie TX 75165
Authorized Signature	City, State, Zip Code
Jack Scott	972-938-9676
Printed Name & Title	Telephone No.
jscott@b-sig.com	
Email	Fax No.
Bell Scott Insurance Group	
Insurance Agency	
Signature of Proposer's Agent	

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☒ **YES**
☐ **NO**

ELO Roofing, Inc
Company

Authorized Signature

Eric Grengs, Chief Operating Officer
Printed Name & Title

EGrengs@Eloroofing.com
Email

3415 Kori Rd.
Address

Jacksonville, Florida, 32257
City, State, Zip Code

904-528-0188
Telephone No.

904-212-0550
Fax No.

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Duval

Derek Williams, being first duly sworn, deposes and says that:

He/~~she~~ is The President of ELO Roofing, Inc, Proposer that has submitted the attached Qualification;

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

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

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

ELO Roofing, Inc Company	3415 Kori Rd. Address
Dini Authorized Signature	Jacksonville, Florida, 32257 City, State, Zip Code
Derek Williams, CEO Printed Name & Title	904-528-0188 Telephone No.
info@ELOroofing.com Email	904-212-0550 Fax No.

Subscribed and sworn to before me this 20th day of December, 2021

Matthew Howard

Business Development Manager
Title

My Commission Expires: 10/28/2025

NOTARY PUBLIC STATE OF FLORIDA
Expires 10/28/2025
Matthew K Howard
My Commission HH 192467

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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ACKNOWLEDGEMENTS
RFP # 22-BG-01 YMCA Roof Replacement

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

From : Insert Information
"Contractor"/ELO Roofing, Inc

The Contractor agrees to provide YMCA Roof Replacement as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the YMCA Roof Replacement called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

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

Contractor shall guarantee YMCA Roof Replacement within one hundred twenty (120) calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 20th day of December, 2021
(Month) (Year)

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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

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

Address: _____

_____

Telephone # : (__) _____ Fax # : (__) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

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

Address: 3415 Kori Rd. Jacksonville, Florida 32257

Telephone: (904) 528-0188 Fax: (904) 212-0550

Taxpayer Identification Number (TIN/EIN): 46-4298926

State Under Which Corporation Was Chartered:
Florida

Corporate President: Derek Williams
(Print Name)

Corporate Secretary: Pamela Williams
(Print Name)

Corporate Treasurer: Sara Jacks
(Print Name)

CORPORATE SEAL

Attest By: Pamela Williams
Secretary

Signature: _____ Date: 12/20/2021

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

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

Company Name: ELO Roofing, Inc

Authorized representative (printed): Matthew K. Howard

Authorized representative (signature):

Project Number: 22-BG-01 Date: 12/20/2021

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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

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

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

by Derek Williams, Chief Executive Officer
(Print Individual's Name and Title)
for ELO Roofing, Inc
(Print Name of Entity Submitting Sworn Statement)
whose business is 3415 Kori Rd. Jacksonville, Florida 32257

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-4298926

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions

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of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

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

_____
(Signature)

Sworn and subscribed before me this 20th day of December, ~~2019.~~ 2022

Personally known X

Matthew Howard
(Notary)

OR produced identification _____

Notary Public State of Florida

_____
(Type of Identification)

My commission expires: 10/28/2025

NOTARY PUBLIC
Expires
10/28/2025
Matthew K Howard
My Commission
HH 192467
STATE OF FLORIDA

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VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 46-4298926

Firm Name: ELO Roofing, Inc

Mailing Address: 3415 Kori Rd. Jacksonville, Florida 32257

Telephone No.: 904-528-0188 Fax No.: 904-212-0550

Email Address: info@ELOroofing.com Web Address: https://eloroofing.com

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

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: Matthew K. Howard Business Development Manager

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above
DBA ELO ROOFING

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

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

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3415 KORI RD

Requester's name and address (optional)

6 City, state, and ZIP code
JACKSONVILLE, FL 32257

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 6 - 4 2 9 8 9 2 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ 8/11/2021

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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3415 Kori Rd, Jacksonville, 32257
Elorestoration.com | 904-528-0188
Licensed Building Contractor #CB C1253093
Licensed Roofing Contractor #CCC1331535
Estimator: Eric Grengs

Prepared For: City of Holly Hill
Property Address: 1046 Daytona Ave, Holly Hill, 32117

Date: 12/20/21

Description: YMCA Buildings Re-Roof

- Removal of shingle roof and flat roof with gravel down to roof deck
  - Re-nail roof deck
  - Damaged plywood $85/sheet
  - Wood board $4.50/LF
- Synthetic underlayment on pitched roof (50% overlap), Self-adhered water barrier in valleys
- Architectural laminated shingle, matching Hip and Ridge shingle
- 2x4 pre-finished drip edge, 5x5 flashing where needed
- Cut in and install vented ridge
- Remove and replace Gutters and Downspouts.
- Install fire rated torch applied modified bitumen over flat sections, and flashing sheets on all parapets
- Install Poly Iso 2" filler with designed taper to internal drains
  - Other roof to wall junctions with termination bar, and counter flashing
- Cover board over all flat roof areas
- Install 6-10" expansion joint curb to wall (Galv)
- Pipe jack flashings, vent collars and one-way vents to code
- Seal all gaskets, internal drain covers and fittings
- Flash scuppers, and roof drains
- Parapet wall coping .040"
- Haul away Debris, magnetic sweeps, safety plan
- Taxes and Fee's, Insurance

Exclusions: Estimated cost is produced by observing conditions at the time of inspection. Items that are excluded or cannot be seen will be charged at a time and material basis or per scope terms. Proposed scope of work does not include any mechanical, electrical, painting, structural components. Further exclusions to metal wall panels, painting, internal drains, or future blockage of internal drains.

Total: **$98,597.23**

Acceptance:

Client Signature _____ Printed Name _____ Date / /

ELO will provide Customer with a five (5) year limited warranty, which shall be limited to a repair or replacement of defective material or defective workmanship. Customer agrees that the decision of whether to repair or replace the defective material or defective workmanship will be based solely and exclusively on ELO's professional discretion. ELO will not be liable for any damage to the roof or below the roof due to wind, condensation, hail, thunderstorms, rain, ice or any other Act of God during the warranty period. If decking or lumber replacement is required, you agree to pay ELO $85 per sheet of wood decking and $4.50 per lineal foot of lumber. If flashing replacement is required, you agree to pay ELO $8.00 per lineal foot. If skylights are present and ELO is not paid and /or contracted to install new skylights, ELO shall not be held liable for any leaks or issues relating to existing skylights and/or existing flashing even if they had to be removed and re-installed by ELO in order to complete ELO's work. ELO recommends that Customer purchase new skylights in order to avoid any problems. The contract is based on the fact that ELO will have direct access to the eaves of the roof for heavy trucks and equipment unless otherwise stated. If such access to the eaves of the roof is over the existing driveway or lawn, ELO will not be responsible for any damage that may occur as a result of the weight of the equipment and vehicles even if protection is provided. Protection of driveways, pavers and lawns or other means of access will be provided only if expressly included in ELO's scope of work. Although ELO may cover any brick pavers or stamped concrete driveway with wood planking during the course of work, customer understands and agrees that ELO will not be responsible for any damages that may occur as a result of the weight of its equipment or vehicles. ELO will not be responsible for damages caused to electrical, plumbing, or pressurized lines while performing work.

ELO shall be entitled to a charge of 1.25% per month on all balances left owed over 30 days. Should legal action be brought under the terms of this Contract or arise out of the performance of the Services referenced herein, or should the matter be turned over for collection, ELO shall be entitled to the fullest extent permitted under the law to all costs of collection, including but not limited to reasonable attorney's fees. All claims, disputes and other matters in question arising out of or relating to this contract or the breach thereof shall be decided by Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The award rendered by the arbitration shall be final, and judgment may be entered upon the award in accordance with the Florida Arbitration Act. If the arbitration of this Agreement is contested by either party, the issue shall be submitted to a court competent jurisdiction, and the arbitration shall be stayed until the determination by the court. In the event that the court finds that the claims, disputes or matters in question are not subject to arbitration, Customer and ELO hereby each waive their respective rights to a trial by jury with respect to said claims, disputes and matters. This Agreement contains the entire agreement of the parties. Customer agrees and acknowledges that no representations or warranties of any kind have been made by ELO or its employees other than those expressed herein. All prior agreements respecting the subject matter thereof have been incorporated in the terms herein and are no longer of any force or effect. All modifications to this Agreement shall be in writing and signed by both parties.

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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PROPOSAL PRICING FORM

RFP 22-BG-01
YMCA Roof Replacement

RFP Date: December 20, 2021

TO: The City of Holly Hill, Florida

FROM: ELO Roofing, Inc

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for **the YMCA Roof Replacement** for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **YMCA Roof Replacement** as follows:

Item No.	Description	Qty	Unit	Total
1.	Re-Roofing	1	LS	$ 98,597.23
2.	Cost for replacing Rotten or Damaged Wood	1	SF	$ 2.66

Total YMCA Roof Replacement $ 98,597.23

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

Authorized Signature

Derek Williams, Chief Executive Officer
Printed Name & Title

ELO Roofing, Inc
Company

December 20, 2021
Date

3415 Kori Rd.
Address

Jacksonville, Florida, 32257
City, State, Zip Code

904-528-0188
Telephone No.

Info@ELOroofing.com
Email Address.

Attachment: Exhibit B - Bid ELO Roofing (2022-R-2 : YMCA Roof Replacement)

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ADDENDUM NUMBER 1
RFP 22-BG-01
YMCA ROOF REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-01** for the above request for **YMCA ROOF REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What kind of decking is under flat roof? Is it metal, wood or concrete?

A1. The flat roof section at the YMCA is a built up roof over wood.

Q2 Are we allowed to do core samples on the flat roof portions?

A2. Core samples may be taken if granted award.

Q3 Are you requiring this projected to be bonded?

A3. No bid bond is required for this job. A 100% performance bond will be required only if the cost is in excess of $300,000.

Q4 Do you have the make and color of the shingles used at City Hall so that they may be matched at the YMCA?

A4. The shingles used at City Hall were: CertainTeed landmark Architectural Shingles, Color is Resawn Shake

Q5 Do you have a core sample of the flat roof?

A5. No, we do not.

Q6 Is there a dedicated area for a dumpster near the building?

A6. We want to keep the dumpster off of the grass, but we have a sidewalk area near the building that can be used.

Q7 Is the angle of the flat roof know, and can there be substitutions for ISO board?

A7. There have not been leaking issues from the flat roof and drainage is occurring, but the

Attachment: Exhibit C - Bid ELO Roofing Addendum (2022-R-2 : YMCA Roof Replacement)

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angle of the roof is unknown. ISO board is a requirement of this bid.

Signature acknowledges receipt and understanding of this addendum.

Business Development Tm.
Name/Title

20 Dec 2021
Date

Attachment: Exhibit C - Bid ELO Roofing Addendum (2022-R-2 : YMCA Roof Replacement)

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Request for Proposal

NUMBER
22-BG-01

HOLLY HILL
FLORIDA

YMCA Roof Replacement

Stella Gurnee, Finance Director

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals for YMCA Roof Replacement

22-BG-01
"YMCA Roof Replacement"

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, until **10:00 am, Tuesday, December 21, 2021** at which time and place all proposals received will be publicly opened and read aloud in the City Hall Commission Chambers.

There will be a non-mandatory pre-bid meeting for this project **at 10:00 am on Tuesday, November 30, 2021**. The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117. Site visits will be conducted directly after the pre-bid meeting.

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

The City of Holly Hill, Florida, is requesting proposals from experienced contractor(s) to replace the roofs at the YMCA, located at 1046 Daytona Avenue, Holly Hill, Florida 32117. This project purpose is the removal and replacement of the existing shingle and flat roofs of the approximately 17,200 ft² buildings. A more detailed Scope of Work can be found in 'Exhibit A' of the bid packet. The proposals are to be in accordance with the terms, conditions, and specifications stated herein.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to Stella Gurnee at financedirector@hollyhillfl.org. Questions to be submitted no later than **5:00 pm on Wednesday, December 15, 2021**.

Upon award, the successful bidder will be required to furnish and pay for a satisfactory Contract one hundred percent (100 %) Performance Payment Bond which must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specific time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

One (1) original and (1) electronic copy on USB flash drive shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: **"RFP 22-BG-01 YMCA Roof Replacement"**

CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
s/ Joseph A. Forte
City Manager

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

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Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

1) Introduction/Overview

A) Purpose/Objective

The City of Holly Hill "CITY" has issued this Request for Proposal (hereinafter, "**RFP**") with the sole purpose and intent of obtaining proposals from qualified and licensed firms to remove and replace the roofs at the YMCA buildings, located at 1046 Daytona Avenue, Holly Hill, Florida 32117. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer(s) will hereinafter be referred to as the "Contractor".

The term of this agreement shall be for one hundred and twenty (120) days beginning on the date the contract is issued. This contract may not be renewed. All prices quoted shall remain firm for the duration of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

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

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

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

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

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

B) Background

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

More detailed information on the government and its finances can be found in City of Holly Hill's Comprehensive Annual Financial Report for fiscal year 2020-2021 and in the City's Annual Budget for fiscal year 2020-2021. Copies of these documents may be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

C) Inquiries

Direct questions related to this **RFP** to Stella Gurnee, Finance Director, and submit such questions in writing to financedirector@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing and posted on VendorLink (www.myvendorlink.com) from financedirector@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.hollyhillfl.org) and on VendorLink (www.myvendorlink.com).

D) Method of Source Selection

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

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

E) Pre-Bid Conference

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

☒ A pre-bid conference is applicable for this solicitation.

A non-mandatory pre-bid conference will be held on Tuesday, November 30, 2021 at 10:00 am in the Commission Chambers, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

F) Projected Timetable

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

Event	**Date**
Issue **RFP** Notice	November 21, 2021
Non-Mandatory Pre-Bid	November 30, 2021 @ 10:00 a.m.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

Last Date for Receipt of Written Questions	December 15, 2021 @ 5:00 p.m.
Addendum Issued (If Applicable)	December 17, 2021 @ 5:00p.m.
Proposal Opening Date	December 21, 2021 @ 10:00 a.m.
Evaluation Committee	December 28, 2021 @ 10:00 a.m.
Notice of Recommendation	December 28, 2021 @ 5:00 p.m.
City Commission Hearing Date	January 11, 2022

2) General Description of Specifications or Scope of Work

The City of Holly Hill, Florida, is requesting proposals from experienced contractor(s) to replace roofs at the YMCA, located at 1046 Daytona Avenue, Holly Hill, Florida 32117. This project will the removal and replacement of the existing shingle and flat roofs of the approximately 17,200 ft² buildings. A more detailed Scope of Work can be found in 'Exhibit A' of the bid packet. The proposals are to be in accordance with the terms, conditions, and specifications stated herein.

A) Contractor's Responsibilities/Requirements

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

1) **Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

2) **General:** Contractor shall adhere to all applicable OSHA standards while performing work within the City.

3) **DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY**: Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.

4) **HOURS OF OPERATION**: All work under this contract shall be performed between the hours of 7:00 am and 5:00 pm, local time, Monday through Friday. Substantial work at City Hall shall be performed between the hours of 7:00 am and 5:00 pm, local time, Saturdays and Sundays only. No exceptions to these hours shall be made without the expressed written consent of the City.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

B) City's Responsibilities

City responsibilities include:

1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.

2) The City designates the Public Works Administration Manager as being the representative of the City in all matters regarding this solicitation.

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

4) Terms and Conditions of Contract

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

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

The term of this Agreement shall be for one hundred and twenty (120) days from the date of award with no extension options in adherence to the terms and conditions set forth in the RFP documents.

There are no price escalation during the term of this contract.

5) General Terms and Conditions

A) Licenses

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

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

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Building and Zoning Department (386) 248-9420 option 6.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

B) Principals/Collusion

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

C) Taxes

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

D) Relation of City

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

E) Term Contracts

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

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this without cause or for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

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

H) Assignment

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

I) Lobbying

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

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

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

J) Single Bid

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

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

K) Protest Procedures

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

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

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

N) Prohibition of Gifts to City Employees

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

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

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

P) Billing Instructions – Awarded Contractor(s)

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

Q) Vendor Preference

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

6) Instructions for Bid

A) Compliance with the RFP

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

B) Acknowledgment of Insurance Requirements

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

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

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

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

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

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

C) Acknowledgment of Bonding Requirements

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

☐ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

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

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

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

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

D) Delivery of Bids

All bids are to be delivered before **10:00 am**, local time, on or before **Tuesday, December 21, 2021** to:

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

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

Proposers must submit one (1) original and one (1) electronic copy on a USB flash drive

List the Proposal Number on the outside of the box or envelope and note "**YMCA Roof Replacement**"

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be non-voting member of the Finance Department as part of the evaluation committee. There shall be a minimum of three voting members of the committee, but always an odd number.

2. Request for Proposals (**RFP**) issued.

3. Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposals appears to be minimally responsive to the requirements of the published **RFP**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.

4. The voting committee members shall review each Proposal individually and score each Proposals based on the evaluation criteria state herein.

5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6. The voting members of the committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposals to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

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

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

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

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

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

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

G) Proposals, Presentation, and Protest Costs

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

H) Acceptance or Rejection of Qualifications

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

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

I) Requests for Clarification of Proposals

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

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

J) Validity of Proposals

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

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

K) Response Format

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

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

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

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

Title Page:

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

Table of Contents:

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

1) Tab I – Management Summary:

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

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

2) Tab II – Corporate Experience and Capacity:

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

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

3) Tab III – Customer Listing:

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

Information provided for each client shall include the following:

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

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

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

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

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

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

Tab IV, Acceptance of Conditions

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

Tab V, Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

Tab VI, Required Form Submittals

Required forms:

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

6) Tab VII, Price Proposal Form – (The form included in this RFP document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services. Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	$100,000.00	$100,000.00	100.0%	85	85.0
Company #2	$108,000.00	$100,000.00	92.6%	85	78.7
Company #2	$120,000.00	$100,000.00	83.3%	85	70.8

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

L.) Proposal Evaluation Committee and Evaluation Factors

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

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

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work. During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

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

	Maximum Points
Qualifications and previous commercial experience, including projects for local Cities in Florida.	**20**
Cost proposal	**70**
Warranties, service level agreements, liquidated damages	**10**
Total Points	**100**

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

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

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

these services should be identified and included in the request response.

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

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

EXHIBIT A

YMCA Roof Replacement
RFP 22-BG-01
Scope of Work

Shingle Roofs

- Remove existing shingle roofing to wood deck. Renail decking to local building code
- Furnish and install new shingle underlayment directly to the decking
- Furnish and install new aluminum drip edge and wall flashing
- Furnish and install new ridge vent and pipe boots
- Furnish and install 30-year architectural shingles. Color to be determined
- Furnish and install hip and ridge shingles in a matching color
- Furnish and install aluminum ridge vent
- Furnish and install seamless aluminum gutters and downspouts

Flat Roofs

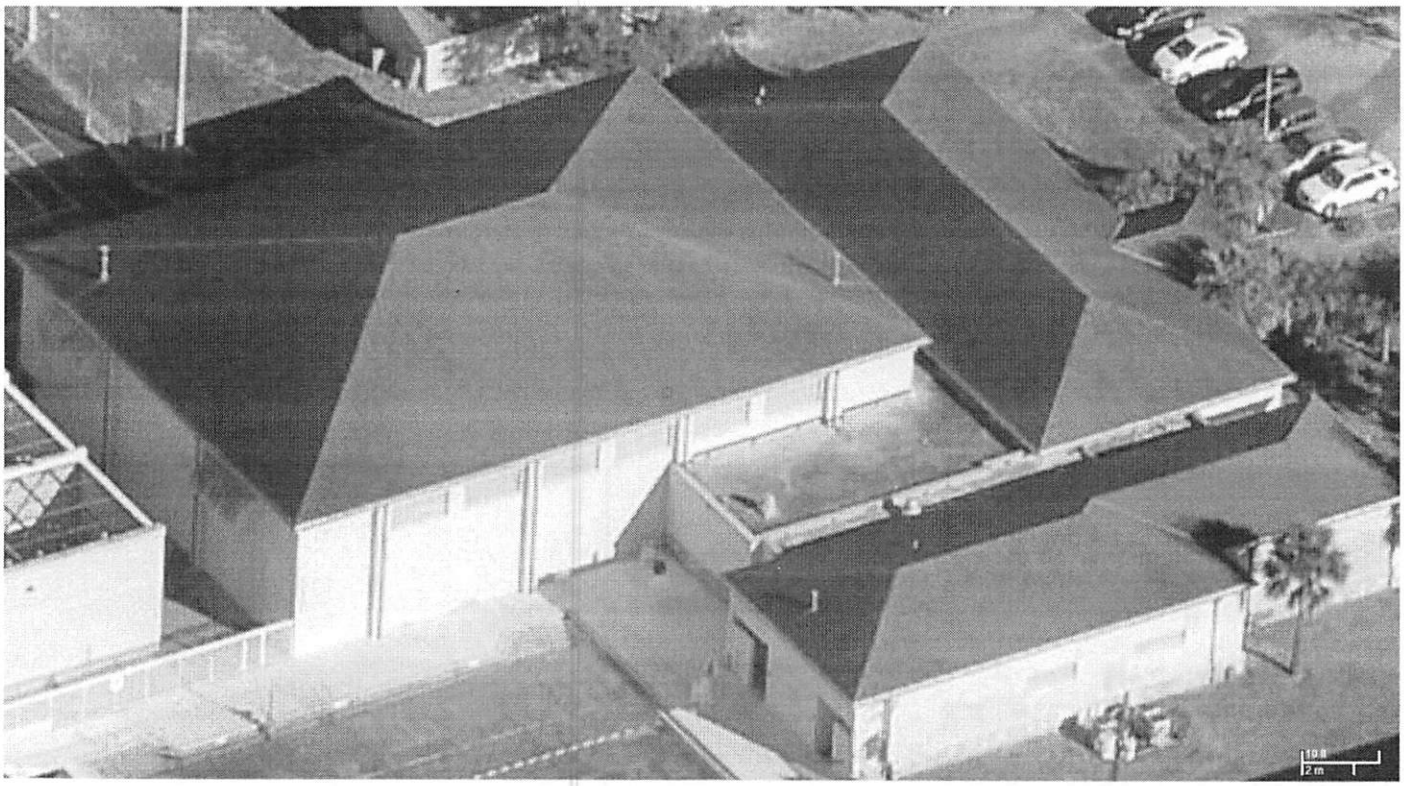
- Remove existing roofing to the flat decking
- Furnish and install tapered Polyisocyanurate with a 2" minimum
- Furnish and install a cover board
- Furnish and install a two-ply torch modified roof system with a FRGR cap sheet
- Furnish and install a two-ply modified bitumen wall flashing
- Furnish and install flashing at the existing drains and scuppers
- Furnish and install .040" aluminum shop fabricated coping on the parapet walls
- Furnish and install a new expansion joint on the wall of the flat roof to the recreation department building

Other

- Nails must be picked up onsite daily
- Contractor is responsible for trash roll-off and disposal
- All work must comply with the current Florida Building Code
- A City of Holly Hill permit must be received for this work. Permit charges will be paid for by the Public Works Department

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

EXHIBIT B



Holly Hill Family YMCA
1046 Daytona Avenue
Holly Hill, Florida 32117

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

PROPOSERS CHECKLIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.
Proposer should check off each of the following items as the necessary action is completed:

☒ The standard contract/ agreement has been signed and included.

☒ All applicable forms have been signed and included

☒ All information as requested in the Proposer's Qualification Form is included.

☒ Any addenda have been signed and included.

☒ The mailing envelope has been addressed to:

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

☒ The **mailing envelope must be sealed and marked** with Proposal Number "**RFP # 22-BG-01,** Proposal Title **"YMCA Roof Replacement " and Due Date "December 21, 2021 @ 10:00 am**".

☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Nationwide Exteriors
Company

Authorized Signature

Jonathan Dorash CEO
Printed Name & Title

jdorash@nationwideexteriors.com
Email

5724 Port Concorde Lane
Address

Orlando FL 32829
City, State, Zip Code

407-717-9055
Telephone No.

Fax No.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

PROFESSIONAL SERVICES AGREEMENT
YMCA Roof Replacement
Request for Proposal (RFP) 22-BG-01

THIS AGREEMENT is made and entered into this_____day of _____ , 2021, by and between_____, duly authorized to conduct business in the State of Florida and whose address is_____, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #22-BG-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 one hundred and twenty (120 days) from the date of award per the terms and conditions of the RFP.

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

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

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

For Contractor:
Jonathan Vorash, CEO (Name, Title)
Nationwide Exteriors (Company)
572 Port Concord Lane (Address)
Orlando, FL 32825 (City, State, Zip)
407-717-9055 (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 between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

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

WITNESSES:

_____

WITNESSES:

_____

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS
By: _____
_____, _____

Dated:_____

Attachments: A. RFP # 22-BG-01
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

CONFLICT OF INTEREST AFFIDAVIT

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

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

Nationwide Exteriors
Company

5724 Port Concord Cove
Address

Authorized Signature

Orlando FL 32829
City, State, Zip Code

Jonathan Dorosh, CEO
Printed Name & Title

407-717-9055
Telephone No.

jdorosh@nationwideexteriors.com
Email

Fax No.

State of Florida)
City of Orange)

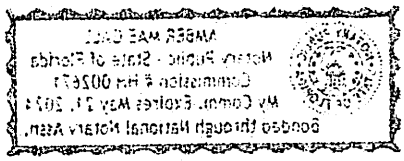
SUBSCRIBED AND SWORN to before me this 20 day of December, 2021, by Jonathan Dorosh, who is personally known to me to be the CEO for the Firm, OR who produced the following identification: _____.

Notary Public

AMBER MAE GALL
Notary Public - State of Florida
Commission # HH 002671
My Comm. Expires May 21, 2024
Bonded through National Notary Assn.

My Commission Expires: 5/21/2024

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)



Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		$
		$
		$

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

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

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

FEES:

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

$ 0.00 **Total Fees for work done on all City projects**

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

REFERENCES:
Bank(s) Maintaining Account(s): Regions Bank

Surety/Underwriter: (if required) NA

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 2. If firm is a corporation, please list state in which it is incorporated:_____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

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

Nationwide Exteriors
Company

5724 Port Concorde Ln
Address

Authorized Signature

Orlando FL 32829
City, State, Zip Code

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

DECLARATION STATEMENT

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

RE: RFP NO. 22-BG-01 " YMCA Roof Replacement"
Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 22-BG-01.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 2nd day of December, 2021 in the City of Orlando, in the State of Florida.

Nationwide Exteriors
Company

5724 Port Concord Lane
Address

Authorized Signature

Orlando, FL 32821
City, State, Zip Code

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

INSURANCE REQUIREMENTS
(Continued)

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

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

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

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number **22-BG-01** and **YMCA Roof Replacement**

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

Nationwide Exteriors
Company

Authorized Signature

Jonathan Doros
Printed Name & Title

jdoros@nationwideexteriors.com
Email

Brown & Brown
Insurance Agency

Signature of Proposer's Agent

5724 Port Concorde Lane
Address

Orlando FL 32825
City, State, Zip Code

407-717-9055
Telephone No.

Fax No.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☐ **YES**
☒ **NO**

Nationwide Exteriors
Company

Authorized Signature

Amber Gall COO
Printed Name & Title

agall@nationwideexteriors.com
Email

5724 Port Concorde Lane
Address

Orlando NE 32828
City, State, Zip Code

407-717-9055
Telephone No.

Fax No.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Orange

Jonathan Dorosh, being first duly sworn, deposes and says that:

He/she is CEO of Nationwide Exteriors, Proposer that has submitted the attached Qualification;

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

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

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

Nationwide Exteriors Company	5724 Port Concorde Lane Address
 Authorized Signature	Orland FL 32828 City, State, Zip Code
Jonathan Dorosh CEO Printed Name & Title	407-717-9055 Telephone No.
jdorosh@nationwideexteriors.com Email	 Fax No.

Subscribed and sworn to before me this 21 day of Dec, 2021

Title

My Commission Expires: 5/21/2024

AMBER MAE GALL
Notary Public - State of Florida
Commission # HH 002671
My Comm. Expires May 21, 2024
Bonded through National Notary Assn.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

ACKNOWLEDGEMENTS
RFP # 22-BG-01 YMCA Roof Replacement

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

From : Insert Information
"Contractor"

The Contractor agrees to provide YMCA Roof Replacement as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the YMCA Roof Replacement called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

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

Contractor shall guarantee YMCA Roof Replacement within one hundred twenty (120) calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 20 **day of** December **(Month)**, 2021 **(Year)**

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

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

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

Address: 5724 Port Concorde Lane

Orlando, FL 32829

Telephone # : (407) 717-9055 **Fax # :** (___) _____

Taxpayer Identification Number (TIN): 84-3737505

CORPORATION

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

Address: _____

_____

_____

Telephone: (_____)_____ **Fax:** (_____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

_____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ **Date:** _____

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

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

Company Name: Nationwide Exteriors

Authorized representative (printed): Jonathan Dorosh

Authorized representative (signature): _____

Project Number: **22-BG-01** Date: 12/20/21

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

REFERENCES FORM

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

1. Name of Company: ZPS
   Address: Thornhill Rd, Wesley Chapel 33544
   Point of Contact: _____
   Phone #: _____ Email address: _____
   Service(s) Provided: roof replacement
   _____
   Dates of Service: _____

2. Name of Company: Elixir
   Address: 9 W Washington St. Orlando, FL 32801
   Point of Contact: David Simirnow
   Phone #: 407-963-4332 Email address: _____
   Service(s) Provided: roof Replacement
   _____
   Dates of Service: _____

3. Name of Company: Assist 2 Sell
   Address: _____
   Point of Contact: Adil Berqual
   Phone #: 407-760-7854 Email address: _____
   Service(s) Provided: Roof referral for replacement
   _____
   Dates of Service: _____

4. Name of Company: _____
   Address: _____
   Point of Contact: _____
   Phone #: _____ Email address: _____
   Service(s) Provided: _____
   _____
   Dates of Service: _____

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

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

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

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

by Jonatha Brosh CEO
(Print Individual's Name and Title)
for Nationwide Exteriors
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is 84-3737505

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

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

_____
(Signature)

Sworn and subscribed before me this 20th day of December, 2021.

Personally known X

_____
(Notary)

OR produced identification _____

Notary Public State of Florida

_____
(Type of Identification)

My commission expires: 5/21/2021

AMBER MAE GALL
Notary Public - State of Florida
Commission # HH 002671
My Comm. Expires May 21, 2024
Bonded through National Notary Assn.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 84-3737505

Firm Name: Nationwide Exteriors, LLC

Mailing Address: 5724 Port Concorde Lane

Orlando, FL 32829

Telephone No.: 407-717-9055 Fax No.: _____

Email Address: jdorosh@nationwideexteriors.com Web Address: nationwideexteriors.com

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

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

PROPOSAL PRICING FORM

RFP 22-BG-01
YMCA Roof Replacement

RFP Date: 12/20/21

TO: The City of Holly Hill, Florida

FROM: Nationwide Exteriors

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for **the YMCA Roof Replacement** for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **YMCA Roof Replacement** as follows:

Item No.	Description	Qty	Unit	Total
1.	Re-Roofing	1	LS	$ 110,729.00
2.	Cost for replacing Rotten or Damaged Wood	1	SF	$ 50.00 per sheet (4)

Total YMCA Roof Replacement $ 110,729.00

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

Authorized Signature

Jonathan Dorosh, CEO
Printed Name & Title

Nationwide Exteriors
Company

12/20/2021
Date

5724 Port Concorde Lane
Address

Orlando FL 32829
City, State, Zip Code

407-717-9055
Telephone No.

Email Address.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

2 Business name/disregarded entity name, if different from above
NATIONWIDE EXTERIORS, LLC

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5724 PORT CONCORDE LN.

Requester's name and address (optional)

6 City, state, and ZIP code
ORLANDO, FL 32829

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
84 - 3737505

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Jonathan D Date ▶ 5/12/2020

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DOROSH, JONATHAN ANTHONY

NATIONWIDE EXTERIORS
5724 PORT CONCORDE LANE
ORLANDO FL 32829

LICENSE NUMBER: CCC1332461

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2021

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

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

PRODUCER Brown & Brown of Florida, Inc. 1720 SE 16th Avenue, Suite 301 Ocala FL 34471	**CONTACT NAME:** House Account **PHONE (A/C, No, Ext):** (352) 732-5010 **FAX (A/C, No):** (352) 732-5344 **E-MAIL ADDRESS:**
INSURED Nationwide Exteriors 5724 Port Concirde Lane Orlando FL 32829	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Gemini Insurance Company 10833 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21/22 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			VGGP006124	08/15/2021	08/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			VGFX001387	08/15/2021	08/15/2022	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Full Named Insured: Nationwide Exteriors, LLC, dba Nationwide Exteriors, Nationwide Exteriors of Florida, Inc., Nationwide Exteriors of Illinois, LLC, Nationwide Exteriors of Virginia, LLC, Nationwide of Pennsylvania, LLC, Jonathan Dorosh

RFP number 22-BG-01
YMCA Roof Replacement
30 day notice of cancellation applies

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

CERTIFICATE OF LIABILITY INSURANCE

Date: 4/12/2021

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2021	01/01/2022	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 90-69-332

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Nationwide Exteriors LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

Project Name:

ISSUE 04-12-21 (KLT)

Begin Date: 3/8/2021

CERTIFICATE HOLDER

OWENS CORNING

3099 BARRY DRIVE
PORTLAND, Tn 37148

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

ADDENDUM NUMBER 1
RFP 22-BG-01
YMCA ROOF REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-01** for the above request for **YMCA ROOF REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What kind of decking is under flat roof? Is it metal, wood or concrete?

A1. The flat roof section at the YMCA is a built up roof over wood.

Q2 Are we allowed to do core samples on the flat roof portions?

A2. Core samples may be taken if granted award.

Q3 Are you requiring this projected to be bonded?

A3. No bid bond is required for this job. A 100% performance bond will be required only if the cost is in excess of $300,000.

Q4 Do you have the make and color of the shingles used at City Hall so that they may be matched at the YMCA?

A4. The shingles used at City Hall were: CertainTeed landmark Architectural Shingles, Color is Resawn Shake

Q5 Do you have a core sample of the flat roof?

A5. No, we do not.

Q6 Is there a dedicated area for a dumpster near the building?

A6. We want to keep the dumpster off of the grass, but we have a sidewalk area near the building that can be used.

Q7 Is the angle of the flat roof know, and can there be substitutions for ISO board?

A7. There have not been leaking issues from the flat roof and drainage is occurring, but the

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

angle of the roof is unknown. ISO board is a requirement of this bid.

Signature acknowledges receipt and understanding of this addendum.

Amber Ball / COO
Name/Title

12/20/2021
Date

Attachment: Exhibit D - Bid Nationwide Exteriors (2022-R-2 : YMCA Roof Replacement)

NATIONWIDE EXTERIORS

SELECT ShingleMaster™
CertainTeed

the YMCA

QUOTE

DEC 20, 2021 | Project #1036

Residential & Commercial
Roofing, Solar, Windows, Gutters

support@nationwideexteriors.com
888-560-5777

HOLLY HILL YMCA

386-253-5675

1046 Daytona Avenue
Holly Hill, FL
32117

Attachment: Exhibit E - Bid Nationwide Exteriors Quote (2022-R-2 : YMCA Roof Replacement)

INTRODUCTION

Hi Holly Hill YMCA,

Thank you for the opportunity to quote on the repairs to your facilities. Please find your estimate below along with upgrade options for potential improvements to your project, if applicable.

The following estimate is for:

1. Remove and disposal of old materials
2. Supply and install new materials
3. Clean up of entire work area (all nails and other materials)
4. Clean all gutters (if roof is done)
5. Your own dedicated Production Scheduling team
6. All employees are WCB and COR certified
7. We are Licensed to work in your geographical region
8. Audit of all work completed by Quality Control Officer
9. 5-year Workmanship Warranty on complete projects - (Full Roof / Full Metals or Full Siding)

We don't want you to be personally liable should a worker happen to get injured therefore we maintain current WCB for all employees and crews. We carry two million liability insurance.

As well, we have mandatory safety training for our staff to ensure safe practices always. Once the job is complete, complete an additional full inspection on your home to ensure we did everything correct and up to our strict standards and site is spotless.

If you have any questions, please give me a call. We always want to provide the best value to our clients. If we are outside your budget, please let me know and we will do our best to work within that.

Kind regards,
Dustin Hoger I Project Manager
dhoger@nationwideroofing.com
407-858-8885

Attachment: Exhibit E - Bid Nationwide Exteriors Quote (2022-R-2 : YMCA Roof Replacement)

Integrity Roof System™

CertainTeed Integrity Roof System™

A COMPLETE APPROACH TO LONG LASTING BEAUTY AND PERFORMANCE

With as much care as you take in selecting the right contractor, choosing the right roof system is equally as important. A CertainTeed Integrity Roof System combines key elements that help ensure you have a well-built roof for long-lasting performance.

1. Waterproofing Underlayment

The first step in your defense against the elements. Self-adhering underlayment is installed at vulnerable areas of your roof to help prevent leaks from wind-driven rain and ice dams.

2. Water-Resistant Underlayment

Provides a protective layer over the roof deck and acts as a secondary barrier against leaks.

3. Starter Shingles

Starter Shingles are the first course of shingles that are installed and designed to work in tandem with the roof shingles above for optimal shingle sealing and performance.

4. Shingles

Choose from a variety of Good-Better-Best styles to complement any roof design and fit your budget.

5. Hip & Ridge Caps

Available in numerous profiles, these accessories are used on the roof's hip and ridge lines for a distinctive finishing touch to your new roof.

6. Ventilation

A roof that breathes is shown to perform better and last longer. Ridge Vents, in combination with Intake Vents, allow air to flow on the underside of your roof deck, keeping the attic cooler in the summer and drier in the winter.

Attachment: Exhibit E - Bid Nationwide Exteriors Quote (2022-R-2 : YMCA Roof Replacement)

SAINT-GOBAIN

learn more at:
certainteed.com/roofing

Landmark® Series available in areas shown

CertainTeed Corporation
ROOFING • SIDING • TRIM • DECKING • RAILING • FENCE • GYPSUM • CEILINGS • INSULATION
20 Moores Road Malvern, PA 19355 Professional: 800-233-8990 Consumer: 800-782-8777 certainteed.com

© 1/19 CertainTeed Co

REV 6/19

CERTAINTEED ROOFING

Top 5 Reasons

why professional roofing contractors are confident in the performance of CertainTeed products.

1 Shingle Weight

Our Landmark products are heavier by design than our major competitors' products. We believe that additional shingle weight translates to greater durability.

2 Proven Protection

CertainTeed has more than 40 years of field experience and proven results from our fiberglass shingles.

3 Third-Party Verification

- Underwriters Laboratory independently verifies that our fiberglass products meet the quality standard of ASTM D3462 (tear strength, nail pull resistance and wind uplift).
- Underwriters Laboratory verifies that our products meet 150 mph ASTM D7158 Class H wind test.

BEST BUY
As ranked by a leading Consumer Magazine.

4 Top Rated

A leading consumer magazine most recently rated Landmark as a "BEST BUY" for the second consecutive time. And CertainTeed products are consistently ranked #1 in building industry surveys.

ENHANCED LIFETIME WARRANTY

5 Complete Coverage

CertainTeed warrants that its shingles will be free from manufacturing defects, and provides the extra assurance of SureStart™ protection.

CertainTeed
SAINT-GOBAIN

Attachment: Exhibit E - Bid Nationwide Exteriors Quote (2022-R-2 : YMCA Roof Replacement)

CERTAINTEED LANDMARK

Description
Asphalt Shingle Roofing
Remove and replace all shingles with Certainteed Landmark
Starter - these are the shingles required for starter rows on your roof
Ridgecap shingles
Ice & Water shield - helps to prevent ice damming and provides superior protection at eaves edge and beneath valleys
Synthetic Underlayment - adds a second layer of protection over your entire roof
Drip-edge - flashing used to protect the bottom edge of your roof
Standard vent
Exhaust cap
Pipe Jack flashing

Section Total **$96,275.00**

Description
Low Slope Roofing
TPO Membrane - Single Ply Membrane - Mechanically Attached - 60 Mil - Fleece Back.
IsoBoard - Tapered Roof Insulation, used to build a water shedding slope on flat roof surfaces.
Drip Edge - PVC/TPO Clad Metal

Section Total **$14,454.00**

Description
Re-decking
CDX Plywood 1/2" - to replace damaged wood decking and provide a nailable surface for roof installation. This cost is PER SHEET OF PLYWOOD.

Section Total **$50.00**

Quote subtotal	$110,779.00
Total	$110,779.00

Attachment: Exhibit E - Bid Nationwide Exteriors Quote (2022-R-2 : YMCA Roof Replacement)

LANDMARK® PRO COLOR PALETTE

Max Def Burnt Sienna

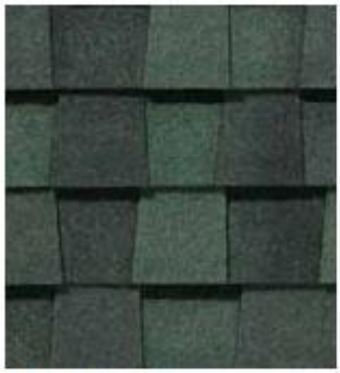
Max Def Cobblestone Gray

Max Def Colonial Slate

Max Def Driftwood

Max Def Georgetown Gray

Max Def Heather Blend


Max Def Hunter Green

Max Def Mission Brown

Max Def Moiré Black

Max Def Pewter

Max Def Prairie Wood

Max Def Resawn Shake

Max Def Shenandoah

Max Def Weathered Wood

Max Def Colors

Look deeper. With Max Def, a new dimension is added to shingles with a richer mixture of surface granules. You get a brighter, more vibrant, more dramatic appearance and depth of color. And the natural beauty of your roof shines through.

Attachment: Exhibit E - Bid Nationwide Exteriors Quote (2022-R-2 : YMCA Roof Replacement)

TERMS AND CONDITIONS

You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your state/ territorial consumer affairs office. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.

I understand that if roof rot is discovered during tear-off COMPANY NAME reserves the right to replace sheathing and bill me up to $200 in addition to the estimated cost below without notifying me in advance. COMPANY NAME will call me for authorization if wood replacement will exceed
$200.

I understand that I must remove items from the interior walls of my home that may be damaged or fall due to vibrations from the loading/installation of shingles on to my roof (if applicable), or installation of siding. COMPANY NAME is not liable for such damages.

I understand that minor stucco damage may result when the roof is torn off areas where stucco meets my roof's surface, especially where improperly applied. COMPANY NAME is not liable for repairing said damage.

I understand that any warranty for material used during the project is provided by the material manufacturer. Unless agreed upon otherwise, COMPANY NAME provides a 5-year Workmanship Warranty on portions of the project in which COMPANY NAME fully replaced any existing products. Roofing workmanship warranties will be reduced to one year when home owners have requested that full synthetic underlayment not be installed. Full warranty details available by request.

I understand that, unless agreed upon. This does not apply to products, some of which may deteriorate more rapidly (ie. sealants) and should be inspected on a regular basis, and am not responsible for material shortage and have no claim to material surpluses.

I certify that I am the registered owner of the above project property, or have the legal permission to authorize COMPANY NAME to perform the work as stated and agree to pay the total project price.

I understand that any insurance claims are subject to the specific terms and conditions outlined by my insurance company, and may be subject to insurance company approval.

I understand that payment in full is due upon completion of work as stated in contract. All invoices not paid in full after 15 days will be subject to a 2% per month interest charge.

I understand that approval of my estimate is subject to customer credit approval by COMPANY NAME. I agree that COMPANY NAME may access my credit bureau report(s), trade references, and other credit information prior to granting credit approval.

Attachment: Exhibit E - Bid Nationwide Exteriors Quote (2022-R-2 : YMCA Roof Replacement)

ADDENDUM NUMBER 1
RFP 22-BG-01
YMCA ROOF REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

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A6. We want to keep the dumpster off of the grass, but we have a sidewalk area near the building that can be used.

Q7 Is the angle of the flat roof know, and can there be substitutions for ISO board?

A7. There have not been leaking issues from the flat roof and drainage is occurring, but the

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

angle of the roof is unknown. ISO board is a requirement of this bid.

Signature acknowledges receipt and understanding of this addendum.

R A [illegible], President

Name/Title

12/20/21

Date

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

Request for Proposal

NUMBER
22-BG-01

HOLLY HILL
FLORIDA

YMCA Roof Replacement

Stella Gurnee, Finance Director

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals for YMCA Roof Replacement

22-BG-01
"YMCA Roof Replacement"

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, until **10:00 am, Tuesday, December 21, 2021** at which time and place all proposals received will be publicly opened and read aloud in the City Hall Commission Chambers.

There will be a non-mandatory pre-bid meeting for this project **at 10:00 am on Tuesday, November 30, 2021**. The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117. Site visits will be conducted directly after the pre-bid meeting.

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

The City of Holly Hill, Florida, is requesting proposals from experienced contractor(s) to replace the roofs at the YMCA, located at 1046 Daytona Avenue, Holly Hill, Florida 32117. This project purpose is the removal and replacement of the existing shingle and flat roofs of the approximately 17,200 ft² buildings. A more detailed Scope of Work can be found in 'Exhibit A' of the bid packet. The proposals are to be in accordance with the terms, conditions, and specifications stated herein.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to Stella Gurnee at financedirector@hollyhillfl.org. Questions to be submitted no later than **5:00 pm on Wednesday, December 15, 2021**.

Upon award, the successful bidder will be required to furnish and pay for a satisfactory Contract one hundred percent (100 %) Performance Payment Bond which must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specific time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

One (1) original and (1) electronic copy on USB flash drive shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: "**RFP 22-BG-01 YMCA Roof Replacement**"

CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
s/ Joseph A. Forte
City Manager

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

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Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

1) Introduction/Overview

A) Purpose/Objective

The City of Holly Hill "CITY" has issued this Request for Proposal (hereinafter, "**RFP**") with the sole purpose and intent of obtaining proposals from qualified and licensed firms to remove and replace the roofs at the YMCA buildings, located at 1046 Daytona Avenue, Holly Hill, Florida 32117. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer(s) will hereinafter be referred to as the "Contractor".

The term of this agreement shall be for one hundred and twenty (120) days beginning on the date the contract is issued. This contract may not be renewed. All prices quoted shall remain firm for the duration of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

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

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

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

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

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

B) Background

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

More detailed information on the government and its finances can be found in City of Holly Hill's Comprehensive Annual Financial Report for fiscal year 2020-2021 and in the City's Annual Budget for fiscal year 2020-2021. Copies of these documents may be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

C) Inquiries

Direct questions related to this **RFP** to Stella Gurnee, Finance Director, and submit such questions in writing to financedirector@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing and posted on VendorLink (www.myvendorlink.com) from financedirector@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.hollyhillfl.org) and on VendorLink (www.myvendorlink.com).

D) Method of Source Selection

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

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

E) Pre-Bid Conference

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

☒ A pre-bid conference is applicable for this solicitation.

A non-mandatory pre-bid conference will be held on Tuesday, November 30, 2021 at 10:00 am in the Commission Chambers, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

F) Projected Timetable

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

Event	**Date**
Issue **RFP** Notice	November 21, 2021
Non-Mandatory Pre-Bid	November 30, 2021 @ 10:00 a.m.

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

Last Date for Receipt of Written Questions	December 15, 2021 @ 5:00 p.m.
Addendum Issued (If Applicable)	December 17, 2021 @ 5:00p.m.
Proposal Opening Date	December 21, 2021 @ 10:00 a.m.
Evaluation Committee	December 28, 2021 @ 10:00 a.m.
Notice of Recommendation	December 28, 2021 @ 5:00 p.m.
City Commission Hearing Date	January 11, 2022

2) General Description of Specifications or Scope of Work

The City of Holly Hill, Florida, is requesting proposals from experienced contractor(s) to replace roofs at the YMCA, located at 1046 Daytona Avenue, Holly Hill, Florida 32117. This project will the removal and replacement of the existing shingle and flat roofs of the approximately 17,200 ft² buildings. A more detailed Scope of Work can be found in 'Exhibit A' of the bid packet. The proposals are to be in accordance with the terms, conditions, and specifications stated herein.

A) Contractor's Responsibilities/Requirements

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

1) **Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

2) **General:** Contractor shall adhere to all applicable OSHA standards while performing work within the City.

3) **DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY**: Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.

4) **HOURS OF OPERATION**: All work under this contract shall be performed between the hours of 7:00 am and 5:00 pm, local time, Monday through Friday. Substantial work at City Hall shall be performed between the hours of 7:00 am and 5:00 pm, local time, Saturdays and Sundays only. No exceptions to these hours shall be made without the expressed written consent of the City.

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

B) City's Responsibilities

City responsibilities include:

1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.

2) The City designates the Public Works Administration Manager as being the representative of the City in all matters regarding this solicitation.

3) City's Right to Inspect

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

4) Terms and Conditions of Contract

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

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

The term of this Agreement shall be for one hundred and twenty (120) days from the date of award with no extension options in adherence to the terms and conditions set forth in the RFP documents.

There are no price escalation during the term of this contract.

5) General Terms and Conditions

A) Licenses

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

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

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Building and Zoning Department (386) 248-9420 option 6.

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

B) Principals/Collusion

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

C) Taxes

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

D) Relation of City

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

E) Term Contracts

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

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this without cause or for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

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

H) Assignment

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

I) Lobbying

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

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

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

J) Single Bid

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

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

K) Protest Procedures

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

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

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

N) Prohibition of Gifts to City Employees

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

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

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

P) Billing Instructions – Awarded Contractor(s)

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

Q) Vendor Preference

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

6) Instructions for Bid

A) Compliance with the RFP

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

B) Acknowledgment of Insurance Requirements

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

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

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

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

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

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

C) Acknowledgment of Bonding Requirements

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

☐ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

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

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

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

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

D) Delivery of Bids

All bids are to be delivered before **10:00 am**, local time, on or before **Tuesday, December 21, 2021** to:

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

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

Proposers must submit one (1) original and one (1) electronic copy on a USB flash drive

List the Proposal Number on the outside of the box or envelope and note "**YMCA Roof Replacement**"

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be non-voting member of the Finance Department as part of the evaluation committee. There shall be a minimum of three voting members of the committee, but always an odd number.

2. Request for Proposals (**RFP**) issued.

3. Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposals appears to be minimally responsive to the requirements of the published **RFP**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.

4. The voting committee members shall review each Proposal individually and score each Proposals based on the evaluation criteria state herein.

5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6. The voting members of the committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposals to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

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

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

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

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

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications byissuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

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

G) Proposals, Presentation, and Protest Costs

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

H) Acceptance or Rejection of Qualifications

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

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

I) Requests for Clarification of Proposals

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

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

J) Validity of Proposals

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

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

K) Response Format

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

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

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

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

Title Page:

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

Table of Contents:

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

1) Tab I – Management Summary:

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

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

2) Tab II – Corporate Experience and Capacity:

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

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

3) Tab III – Customer Listing:

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

Information provided for each client shall include the following:

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

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

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

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

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

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

Tab IV, Acceptance of Conditions

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

Tab V, Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

Tab VI, Required Form Submittals

Required forms:

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

6) Tab VII, Price Proposal Form – (The form included in this RFP document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services. Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	$100,000.00	$100,000.00	100.0%	85	85.0
Company #2	$108,000.00	$100,000.00	92.6%	85	78.7
Company #2	$120,000.00	$100,000.00	83.3%	85	70.8

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

L.) Proposal Evaluation Committee and Evaluation Factors

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

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

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work. During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

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

	Maximum Points
Qualifications and previous commercial experience, including projects for local Cities in Florida.	**20**
Cost proposal	**70**
Warranties, service level agreements, liquidated damages	**10**
Total Points	**100**

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

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

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

these services should be identified and included in the request response.

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

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

EXHIBIT A

YMCA Roof Replacement
RFP 22-BG-01
Scope of Work

Shingle Roofs

- Remove existing shingle roofing to wood deck. Renail decking to local building code
- Furnish and install new shingle underlayment directly to the decking
- Furnish and install new aluminum drip edge and wall flashing
- Furnish and install new ridge vent and pipe boots
- Furnish and install 30-year architectural shingles. Color to be determined
- Furnish and install hip and ridge shingles in a matching color
- Furnish and install aluminum ridge vent
- Furnish and install seamless aluminum gutters and downspouts

Flat Roofs

- Remove existing roofing to the flat decking
- Furnish and install tapered Polyisocyanurate with a 2" minimum
- Furnish and install a cover board
- Furnish and install a two-ply torch modified roof system with a FRGR cap sheet
- Furnish and install a two-ply modified bitumen wall flashing
- Furnish and install flashing at the existing drains and scuppers
- Furnish and install .040" aluminum shop fabricated coping on the parapet walls
- Furnish and install a new expansion joint on the wall of the flat roof to the recreation department building

Other

- Nails must be picked up onsite daily
- Contractor is responsible for trash roll-off and disposal
- All work must comply with the current Florida Building Code
- A City of Holly Hill permit must be received for this work. Permit charges will be paid for by the Public Works Department

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

EXHIBIT B

Holly Hill Family YMCA
1046 Daytona Avenue
Holly Hill, Florida 32117

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

PROPOSERS CHECKLIST

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

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

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

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

- ☐ The **mailing envelope must be sealed and marked** with Proposal Number "**RFP # 22-BG-01**, Proposal Title **"YMCA Roof Replacement "** and **Due Date "December 21, 2021 @ 10:00 am"**.
- ☑ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

RMS ORLANDO INC
Company

1919 ELLMAN ST.
Address

Authorized Signature

ORLANDO, FL 32804
City, State, Zip Code

RICHARD TENNYSON, President
Printed Name & Title

407-245-7663
Telephone No.

richard@rmsorlando.com
Email

Fax No.

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

PROFESSIONAL SERVICES AGREEMENT
YMCA Roof Replacement
Request for Proposal (RFP) 22-BG-01

THIS AGREEMENT is made and entered into this 20 day of December, 2021, by and between RMS Orlando Inc., duly authorized to conduct business in the State of Florida and whose address is 1919 Ellman St. Orlando, FL, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #22-BG-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 one hundred and twenty (120 days) from the date of award per the terms and conditions of the RFP.

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

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

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

For Contractor:
RICHARD TENNYSON, Pres (Name, Title)
RMS ORLANDO, INC. (Company)
1919 ELLMAN ST. (Address)
ORLANDO, FLA 32804 (City, State, Zip)
407-245-7663 (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 between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

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

WITNESSES:

_____

WITNESSES:

_____

_____

Attachments: A. RFP # 22-BG-01
B. Firm Response to RFP

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS
By: _____
_____, _____

Dated: _____

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

CONFLICT OF INTEREST AFFIDAVIT

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

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

RMS ORLANDO, INC.
Company

1919 ELGIN ST.
Address

R A Tennyson
Authorized Signature

ORLANDO, FL 32804
City, State, Zip Code

RICHARD TENNYSON, PRES
Printed Name & Title

407-245-7663
Telephone No.

rtennyson@rms-orlando.com
Email

Fax No.

State of Florida)
City of Orange)

SUBSCRIBED AND SWORN to before me this 20 day of December, 2021, by Richard Tennyson, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: _____.

Stephanie Wintle
Notary Public

STEPHANIE WINTLE
MY COMMISSION # GG 323961
EXPIRES: July 9, 2023
Bonded Thru Notary Public Underwriters

My Commission Expires: _____

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
100%	Lowes Tool Rental	$ 120,000
85%	City of St. Petersburg Fire Station	$ 69,000
0%	Altamonte Springs	$ 33,000

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

Seminole County Facilities

City of St. Petersburg

Manatee County

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

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

FEES:

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

$ 0 Total Fees for work done on all City projects

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

REFERENCES:
Bank(s) Maintaining Account(s): South State Bank N.A - Geeta Ramparlab Mgr
1500 Lee Road Winter Park, FL 32789 407-645-1201

Surety/Underwriter: (if required) Brown Insurance - Noel Brown
1872 Tamiami Trail S. #G Venice, FL 34293

Other References: (Use additional sheets if necessary)
Citizens Bank of Florida - Brian Smith - mgr.
156 Geneva Dr. Oviedo, FL 407-365-6611

TYPE OF FIRM:

☑ Corporation/Years in Business: 17. If firm is a corporation, please list state in which it is incorporated: FL. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

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

RMS ORLANDO, INC
Company

Authorized Signature

1919 ELLINGER ST
Address

ORLANDO FL 32804
City, State, Zip Code

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

DECLARATION STATEMENT

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

RE: RFP NO. 22-BG-01 " YMCA Roof Replacement"
Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 22-BG-01**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 16th day of December 2021 in the City of Orlando, in the State of FL.

RMS ORLANDO, INC
Company

1919 Ellman St
Address

Authorized Signature

Orlando, FL 32804
City, State, Zip Code

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

INSURANCE REQUIREMENTS
(Continued)

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

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

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

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number **22-BG-01** and **YMCA Roof Replacement**

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

RMS ORLANDO, INC
Company

1919 ECLMAN ST.
Address

Authorized Signature

ORLANDO, FL 32804
City, State, Zip Code

RICHARD TERNYEN, PRES.
Printed Name & Title

407-245-7663
Telephone No.

Richard@rms-orlando.com
Email

Fax No.

BROWN INS.
Insurance Agency

Signature of Proposer's Agent

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☒ **YES**
☐ **NO**

RMS of ORLANDO, INC
Company

1919 ELLMAN ST.
Address

R.A. TENNYSON
Authorized Signature

ORLANDO, FL 32804
City, State, Zip Code

RICHARD TENNYSON, PRES
Printed Name & Title

407-245-7663
Telephone No.

richard@rms-orlando.com
Email

Fax No.

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FL

County of ORANGE

Richard Tennyson, being first duly sworn, deposes and says that:

He/she is President of RMS ORLANDO FL, Proposer that has submitted the attached Qualification;

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

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

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

RMS ORLANDO, FL.	1919 ELLIMAN ST.
Company	Address
Richard Tennyson	ORLANDO, FL 32804
Authorized Signature	City, State, Zip Code
RICHARD TENNYSON, Pres	407-245-7667
Printed Name & Title	Telephone No.
richard@rms-orlando.com	
Email	Fax No.

Subscribed and sworn to before me this 20 day of December 20 21

Stephanie Wintle

Notary

Title

STEPHANIE WINTLE
MY COMMISSION # GG 323961
EXPIRES: July 9, 2023
Bonded Thru Notary Public Underwriters

My Commission Expires: _____

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

ACKNOWLEDGEMENTS
RFP # 22-BG-01 YMCA Roof Replacement

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

From : Insert Information
"Contractor"

The Contractor agrees to provide YMCA Roof Replacement as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the YMCA Roof Replacement called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

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

Contractor shall guarantee YMCA Roof Replacement within one hundred twenty (120) calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 20 **day of** December **(Month)**, 2021 **(Year)**

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

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

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

Address: _____

_____

Telephone # : (___) _____ **Fax # : (___)** _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: Adel Tennyson / Adel Tennyson
(Signature) (Print name)

Address: 1919 Ellman Street
Orland, FL 32804

Telephone: (407) 245-2603 **Fax: (___)** NA

Taxpayer Identification Number (TIN/EIN): 20-2309001

State Under Which Corporation Was Chartered:
Florida

Corporate President: Richard Tennyson
(Print Name)

Corporate Secretary: Adel Tennyson
(Print Name)

Corporate Treasurer: Adel Tennyson
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ **Date:** 12/20/2021

STEPHANIE WINTLE
MY COMMISSION # GG 323961
EXPIRES: July 9, 2023
Bonded Thru Notary Public Underwriters

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

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

Company Name: RMS ORLANDO, INC.

Authorized representative (printed): RICHARD TENNYSON

Authorized representative (signature): [signature]

Project Number: 22-BG-01 Date: 12/20/21

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

REFERENCES FORM

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

1. Name of Company: City of Orlando Facilities
   Address: 1010 S Westmoreland Dr.
   Point of Contact: Todd Damon
   Phone #: 407-832-1976 Email address:
   Service(s) Provided: Roof replacements, roof repairs and recovers, preventative maintenance, Gutter Installation
   Dates of Service: 2005 - 2021

2. Name of Company: Lockheed Martin Ocala Plant
   Address: 498 Oak Road Ocala, FL 34472
   Point of Contact: Gary Cochran
   Phone #: 352-804-4651 Email address: gary.cochran@lmco.co
   Service(s) Provided: Roof replacements, roof repairs, preventative maintenance
   Dates of Service: 2005 to Present

3. Name of Company: Lake County Facilities
   Address: 32400 CR 473 Tesburg, FL 34788
   Point of Contact: Christina Shelton
   Phone #: 352-253-4963 Email address: CShelton@lakecountyfl.gov
   Service(s) Provided: Roof replacements, roof repairs and recovers, preventative maintenance, Gutter Installation
   Dates of Service: 2017 to present

4. Name of Company: Orlando Venues Citrus Bowl
   Address: 600 W. Amelia St. Orlando, FL 32801
   Point of Contact: Ollie Reeves
   Phone #: 407-849-2030 Email address: OllieRives@cityoforlando
   Service(s) Provided: Roof replacements, roof repairs, and recovers, Preventative maintenace
   Dates of Service: 2005 to Present

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

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

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

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

by RICHARD TENNYSON, President
(Print Individual's Name and Title)
for RMS ORLANDO, FL
(Print Name of Entity Submitting Sworn Statement)
whose business is 1912 ELLMAN ST ORLANDO FL 32804

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-2309001

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

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

R A Tennyson
_____
(Signature)

Sworn and subscribed before me this 20 day of December, 2019. 21

Personally known Richard Tennyson

Stephanie Wintle
_____
(Notary)

OR produced identification _____

Notary Public State of Florida

_____
(Type of Identification)

My commission expires

STEPHANIE WINTLE
MY COMMISSION # GG 323961
EXPIRES: July 9, 2023
Bonded Thru Notary Public Underwriters

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

VENDOR INFORMATION

Vendor is:
(✓) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 20-2309001

Firm Name: RMS Orlando, Inc.

Mailing Address: 1919 Ellman St. Orlando, FL 32804

Telephone No.: 407-245-7663 Fax No.: _____

Email Address: richard@rms-orlando.com Web Address: rms-orlando.com
Justin@rms-orlando.com

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

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: RICHARD A. TENNYSON, President

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

PROPOSAL PRICING FORM

RFP 22-BG-01
YMCA Roof Replacement

RFP Date: 12/21/2021

TO: The City of Holly Hill, Florida

FROM: RMS Orlando, Inc.

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for **the YMCA Roof Replacement** for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **YMCA Roof Replacement** as follows:

Item No.	Description	Qty	Unit	Total
1.	Re-Roofing	1	LS	$ 168,996.00
2.	Cost for replacing Rotten or Damaged Wood	1	SF	$ 4.00

Total YMCA Roof Replacement $ 169,000.00

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

Authorized Signature

Richard Tennyson
Printed Name & Title

RMS Orlando, Inc
Company

12/20/21
Date

1919 Ellmaid St
Address

Orlando, FL 32804
City, State, Zip Code

407-245-7663
Telephone No.

richard@rms-orlando.com
Email Address.

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

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

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
1919 Ellman St.

Requester's name and address (optional)

6 City, state, and ZIP code
Orlando, FL 32804

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
[2][0] – [2][3][0][9][0][0][1]

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Richard Grayson Date ▶ 1/7/21

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

Ron DeSantis, Governor

Halsey Beshears, Sec

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CCC1327016

EXPIRATION DATE: AUGUST 31, 2022

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

TENNYSON, RICHARD ALLAN
RMS ORLANDO INC
1919 ELLMAN STREET
ORLANDO FL 32804

ISSUED: 08/31/2020

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

2021 **EXPIRES 9/30/2022**

5000 BUSINESS OFFICE $40.00 12 EMPLOYEES | 1806 CERT ROOFING CONTRA $30.00 5000-0613174 1 EMPLOYEE

TOTAL TAX $70.00
PREVIOUSLY PAID $70.00
TOTAL DUE $0.00

TENNYSON RICHARD A

RMS ORLANDO INC
1919 ELLMAN ST
ORLANDO FL 32804-4201

1919 ELLMAN ST
U - ORLANDO, 32804

PAID: $70.00 0098-01022074 9/9/2021

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Flor**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2021 **EXPIRES 9/30/2022**

5000 BUSINESS OFFICE $40.00 12 EMPLOYEES | 1806 CERT ROOFING CONTRA $30.00 5000-061317 1 EMPLOYEE

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

TOTAL TAX $70.00
PREVIOUSLY PAID $70.00
TOTAL DUE $0.00

TENNYSON RICHARD A

RMS ORLANDO INC
1919 ELLMAN ST
ORLANDO FL 32804-4201

1919 ELLMAN ST
U - ORLANDO, 32804

PAID: $70.00 0098-01022074 9/9/2021

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 12/16/2021

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

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

PRODUCER
FRSA Self Insurers Fund, Inc.
4099 Metric Drive
Winter Park, FL 32792

CONTACT NAME: Debra Guidry, CPCU
PHONE (A/C, No, Ext): (800) 767-3772 FAX (A/C, No): (407) 671-2520
E-MAIL ADDRESS: cert@frsasif.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FRSA Self Insurers Fund / Evanston Insurance Co.	35378
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
RMS Orlando, Inc.
1919 Ellman St.

Orlando, FL 32804

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
				N/A			PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS			N/A			BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE			N/A			AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	N	870-040034 / 3EN8747	01/01/2021	01/01/2022	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

REMARKS: Non-cancelable, without 30 days prior written notice, except for non-payment of premium which will be a 10 day written notice.

RFP Number 22-BG-01, YMC Roof Replacement

CERTIFICATE HOLDER

Attn:

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Debra Guidry CPCU
Underwriting Manager

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Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 12/16/2021

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

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

PRODUCER
Brown Insurance Inc.
1872 Tamiami Trail S.
Suite G
Venice FL 34293

CONTACT NAME: Noel Brown A032583
PHONE (A/C, No, Ext): 941-493-1886 **FAX (A/C, No):** 941-497-6325
E-MAIL ADDRESS: noel@brownins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SECURITY NATIONAL INSURANCE	33120
INSURER B : MERCURY INDEMNITY CO OF AMERICA	11201
INSURER C : NATIONAL UNION FIRE INS CO	19445
INSURER D :	
INSURER E : ZURICH AMERICAN	16535
INSURER F :	

INSURED
RMS ORLANDO,INC
1919 ELLMAN ST
ORLANDO FL 32804

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		SES1542283 02	03/11/2021	03/11/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA090000015079	03/11/2021	03/11/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			EBU 051566741	04/28/2021	04/28/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
E	RENTED EQUIPMENT COVERAGE 250,000			EC73836406	03/11/2021	03/11/2022		

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

ROOFING CONTRACTOR STATE OF FLORIDA. RICHARD A. TENNYSON LICENSE # CCC1327016. RE: RPF NUMBER 22-BG-01 AND YMCA ROOF REPLACEMENT. THE CITY OF HOLLY HILL IS LISTED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AND THE INSUREDS OPERATIONS. 30 DAYS NOTICE OF CANCELLATION EXCEPT FOR NON-PAYMENT OF PREMIUMS 10 DAYS. EXCESS IS FOLLOW FORM.

CERTIFICATE HOLDER
CITY OF HOLLY HILL
1065 RIDGEWOOD AVE
HOLLY HILL FL 32117

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

AUTHORIZED REPRESENTATIVE
Noel Brown / A032583

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The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

Dear Selection Board,

Our team will bring you decades of combined experience in Central Florida roofing and sheet metal installations, specializing in roof life extension trough managed services such as repairs, maintenance, and restorations for institutional, commercial, and industrial facilities. And if necessary, we have the ability to provide replacement and new roof installation services for City of Holly Hill YMCA.

We believe that by implementing a simple proactive roof maintenance program can extend the useful or serviceable roof life by reducing the overall cost of ownership and help to avoid operational interruptions and unplanned costs associated with premature roof system and component failures.

It is a fact that Florida roofs need regular attention. The brutal summer heat, severe storms and just everyday wear and tear can wreak havoc on roofs. Wise facility managers rely on a continual roof inspection and preventative maintenance program to protect their company's capital investments.

We are members of the Florida Roofing and Sheet Metal Association and I recently served as President of the local FRSA Central Florida Chapter.

What makes us unique and an excellent choice to serve The City of Holly Hill YMCA:

1. **Roof Management Services** – our primary business focus is roof assessments, leak repairs, restoration systems and regularly scheduled maintenance programs. We will not try to steer you into a roof replacement decision when it is not in your best interest.

2. **Experience** – We can provide you with an impressive list of institutional, commercial, and industrial clients with experience in all types of roof systems.

3. **Commitment** – RMS Orlando is headquartered in Central Florida and our staff is committed to providing quality service.

4. **Integrity** – We help our clients protect their capital investment with programs that extend the serviceable life of the roof in order to avoid unanticipated costs.

We are set up with all the major manufacturers that currently protect your facilities roofs and we would be honored if granted the opportunity to serve The City of Holly Hill YMCA.

Respectfully Submitted,

Richard Tennyson, President
RMS Orlando, Inc.

RMS Orlando, Inc.
1919 Ellman St. • Orlando, FL 32804 • 407-245-7663 • CCC1327016

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

Introducing
RMS Orlando, Inc.
Roof Management Services©

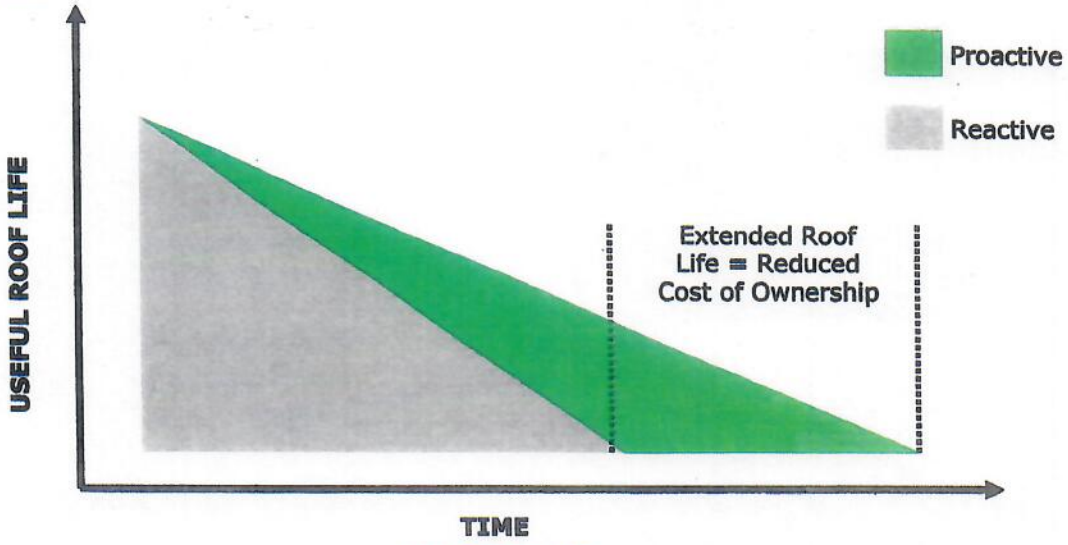
The Team at RMS Orlando brings over 60 years of combined local expertise to Central Florida, specializing in roof life extension through managed services such as repairs, maintenance and restorations for commercial and industrial facilities. In addition to Roof Management Programs, RMS Orlando also provides replacement and new roof installation services for Facility Owners, Property Managers, and General Contractors.

For more information about our roof life extension programs, please feel free to contact one of our trusted advisors today.

Contact	Title	Cell Phone
Richard A. Tennyson	President	407-242-0340
Thomas O'Toole	Senior Project Manager	407-436-2223
Justin Catrillo	Estimator	407-235-8172
Jasen Barton	Service Manager	407-766-2582

ROOF OWNERSHIP FACTOID©

Implementing a simple proactive roof maintenance program early can extend the useful roof life reducing the overall cost of ownership and help to avoid operational interruptions and unplanned costs associated with premature roof system and component failures.



RMS Orlando, Inc.
1919 Ellman St. • Orlando, FL 32804 • 407-245-7663 • Fax 407-245-7665 • CCC1327016

Attachment: Exhibit F - Bid RMS Orlando Inc (2022-R-2 : YMCA Roof Replacement)

PROPOSERS CHECKLIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.
Proposer should check off each of the following items as the necessary action is completed:

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

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

- [x] The **mailing envelope must be sealed and marked** with Proposal Number **"RFP # 22-BG-01,** Proposal Title **"YMCA Roof Replacement "** and **Due Date "December 21, 2021 @ 10:00 am".**
- [x] The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

ALGAT ENTERPRISES, INC.
Company

1800 PEMBROOK DR. SUITE 300 - #3425
Address

Authorized Signature

ORLANDO FL, 32810
City, State, Zip Code

ADAM MINDSZENTY PM / OFFICER
Printed Name & Title

(407) 773-5037
Telephone No.

ADAM@ALGATENTERPRISES.com
Email

N/A
Fax No.

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

PROFESSIONAL SERVICES AGREEMENT
YMCA Roof Replacement
Request for Proposal (RFP) 22-BG-01

THIS AGREEMENT is made and entered into this 20th day of DECEMBER, 2021, by and between ALGAT ENTERPRISES, INC., duly authorized to conduct business in the State of Florida and whose address is 1200 PEMBROOK DR. SUITE 300 #3425, 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 #22-BG-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 one hundred and twenty (120 days) from the date of award per the terms and conditions of the RFP.

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

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

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

For Contractor:
ADAM MINOSSORA, PM/OFFICER (Name, Title)
ALGAT ENTERPRISES, INC. (Company)
1200 PEMBROOK DR. SUITE 300 -#3425 (Address)
ORLANDO, FL, 32810 (City, State, Zip)
(407) 773-5037 (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 between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

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

WITNESSES:

_____

WITNESSES:

_____

_____

Attachments: A. RFP # 22-BG-01
B. Firm Response to RFP

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS
By: ALGAT ENTERPRISES INC.
ADAM MINOKSOKA, PM/OFFICER

Dated: 12/20/21

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

CONFLICT OF INTEREST AFFIDAVIT

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

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

ALGAT ENTERPRISES, INC.
Company

1800 PEMBROOK DR SUITE 340 - #3425
Address

Authorized Signature

ORLANDO, FL, 32810
City, State, Zip Code

ADAM MINOSSOCA PM/OFFICER
Printed Name & Title

(407) 773-5037
Telephone No.

ADAM@ALGATENTERPRISES.COM
Email

N/A
Fax No.

State of FLORIDA)
City of Maitland)

SUBSCRIBED AND SWORN to before me this 20th day of December, 2021, by

Adam Minossoca, who is personally known to me to be the

PM/officer for the Firm, OR who produced the following identification: FLDL.

Notary Public

GERMAN PAGANI
Notary Public, State of Florida
Commission# HH 146091
My comm. expires June 27, 2025

My Commission Expires: 6/27/25

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
90%	ROTARY SPORTSPLEX	$ 108,000.00
		$
		$

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

VILLAGES REC CENTER RE-ROOF

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☑ No

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

FEES:

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

$_____Total Fees for work done on all City projects

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

REFERENCES:
Bank(s) Maintaining Account(s): CHASE, WELLS FARGO, GS, Etc

Surety/Underwriter: (if required)

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☑ Corporation/Years in Business: 17. If firm is a corporation, please list state in which it is incorporated: IL. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

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

ALGAT ENTERPRISES, INC.
Company

1800 PEMBROOK DR. SUITE 300 - #3426
Address

Authorized Signature

ORLANDO, FL 32810
City, State, Zip Code

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

DECLARATION STATEMENT

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

RE: RFP NO. 22-BG-01 " YMCA Roof Replacement"
Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 22-BG-01.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 20th day of DECEMBER, 2021 in the City of ORLANDO, in the State of FLORIDA.

ALGAT ENTERPRISES INC.
Company

1800 PEMBROOK DR. SUITE 300 - #3425
Address

Authorized Signature

ORLANDO FL, 32810
City, State, Zip Code

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

INSURANCE REQUIREMENTS
(Continued)

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

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

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

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number **22-BG-01** and **YMCA Roof Replacement**

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

ALGAT ENTERPRISES, INC.
Company

1200 PEMBROOK DR. SUITE 300 #3425
Address

Authorized Signature

ORLANDO FL, 32810
City, State, Zip Code

ADAM MINOSSEA PM/OFFICER
Printed Name & Title

(407) 733-5037
Telephone No.

ADAM@ALGATENTERPRISES.COM
Email

N/A
Fax No.

NEXT FIRST INSURANCE AGENCY, INC.
Insurance Agency

Signature of Proposer's Agent

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☑ **YES**
☐ **NO**

ALGAT ENTERPRISES, INC.
Company

1800 PEMBROOK DR. SUITE 300 - #3425
Address

Authorized Signature

ORLANDO, FL 32810
City, State, Zip Code

ADAM@ALGATENTERPRISES.COM
Printed Name & Title

(407) 773-5037
Telephone No.

ADAM MINOSSORA PM/OFFICER
Email

N/A
Fax No.

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FLORIDA

County of ORANGE

ADAM MINOSSORA, being first duly sworn, deposes and says that:

He/she is PM/Officer of ALGAT ENTERPRISES, Proposer that has submitted the attached Qualification;

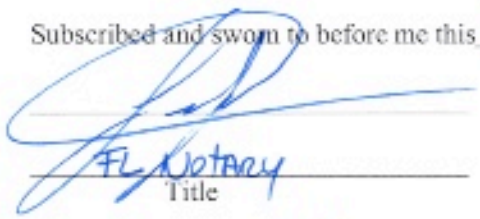
He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

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

ALGAT ENTERPRISES INC. Company	1200 Pinebrook Dr. Suite 300 #3425 Address
 Authorized Signature	ORLANDO, FL, 32810 City, State, Zip Code
ADAM MINOSSORA PM/OFFICER Printed Name & Title	(407) 773-5037 Telephone No.
ADAM@ALGATENTERPRISES.COM Email	N/A Fax No.

Subscribed and sworn to before me this 20 day of December 2021.



FL Notary
Title

My Commission Expires: 6/27/25

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

ACKNOWLEDGEMENTS
RFP # 22-BG-01 YMCA Roof Replacement

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

From : Insert Information
"Contractor"

The Contractor agrees to provide YMCA Roof Replacement as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the YMCA Roof Replacement called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

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

Contractor shall guarantee YMCA Roof Replacement within one hundred twenty (120) calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 20th day of DECEMBER (Month), 2021 (Year)

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

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

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

Address: 1800 PEMBROOK DR. SUITE 300 - #3425

ORLANDO, FL 32810

Telephone # : (407) 773 - 5037 Fax # : (___) N/A

Taxpayer Identification Number (TIN): 84-1815310

CORPORATION

By: _____ / ALGAT ENTERPRISES, INC.
(Signature) (Print name)

Address: 1800 PEMBROOK DR. SUITE 300 - #3425

ORLANDO, FL 32810

Telephone: (407) 773-5037 Fax: (_____) N/A

Taxpayer Identification Number (TIN/EIN): 84-1815310

State Under Which Corporation Was Chartered:
IL

Corporate President: ANDREW MINOSSERA
(Print Name)

Corporate Secretary: ADAM MINOSSERA
(Print Name)

Corporate Treasurer: ANDREW MINOSSERA
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: 12/20/21

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

Company Name: ALGAT ENTERPRISES, INC.

Authorized representative (printed): ADAM MINOSSORA

Authorized representative (signature): [signature]

Project Number: 22-BG-01 Date: 12/22/21

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

REFERENCES FORM

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

1. Name of Company: WHEATON PARK DISTRICT
   Address: 1356 N GARY AVE
   Point of Contact: BRIAN
   Phone #: (630) 251-2122 Email address: BMOLLOY@WHEATONPARKS.ORG
   Service(s) Provided: RE-ROOFING COSLEY 200 BUILDINGS
   Dates of Service: 9/1/20 - 10/20/20

2. Name of Company: HEBRON APARTMENTS
   Address: 2706-2718 HEBRON AVE
   Point of Contact: TIM DEBEULER
   Phone #: (847) 366-2525 Email address: TIM@DEBEULERCO.COM
   Service(s) Provided: RE-ROOFING ROOFING SYSTEMS ON 2 BUILDINGS
   Dates of Service: 2/1/20 - 3/20/20

3. Name of Company: VILLAGE OF McCOOK
   Address: 5000 GLENCOE AVE
   Point of Contact: MAYOR OF McCOOK TERRY CARR
   Phone #: (708) 674-8126 Email address: TCARR@VILLAGEOFMCCOOK.ORG
   Service(s) Provided: RE-ROOFING 7 MUNICIPAL BUILDINGS & ATHLETIC CENTER
   Dates of Service: 10/1/20 - 4/1/21

4. Name of Company: REYNOLDS PAINTING GROUP FL
   Address: 3025 WHITTEN RD
   Point of Contact: KYLE
   Phone #: Email address: KYLE@RPGFL.COM
   Service(s) Provided: RE-ROOF OF CORPORATE BUILDING
   Dates of Service: 9/15/21 - 9/30/21

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

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

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

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

by ADAM MINOSSORA PM/OFFICER
(Print Individual's Name and Title)
for ALGAT ENTERPRISES INC.
(Print Name of Entity Submitting Sworn Statement)
whose business is GENERAL CONTRACTING

and (if applicable) its Federal Employer Identification Number (FEIN) is 84-1815310

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

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

_____
(Signature)

Sworn and subscribed before me this 20th day of December, 2021

Personally known _____

German Pagani
(Notary)

OR produced identification FL Drivers License
(Type of Identification)

Notary Public State of Florida

My commission expires: 6/27/25

GERMAN PAGANI
Notary Public, State of Florida
Commission# HH 146091
My comm. expires June 27, 2025

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 84-1815310

Firm Name: ALGAT ENTERPRISES, INC.

Mailing Address: 1800 PEMBROOK DR. SUITE 300-#3425

ORLANDO, FL 32810

Telephone No.: (407) 773-5037 Fax No.: N/A

Email Address: ADAM@ALGATENTERPRISES.COM Web Address:

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

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: ADAM MENOSSEA PM/OFFICER

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

PROPOSAL PRICING FORM

RFP 22-BG-01
YMCA Roof Replacement

RFP Date: 12/20/21

TO: The City of Holly Hill, Florida

FROM: ALGAT ENTERPRISES, INC.

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for **the YMCA Roof Replacement** for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **YMCA Roof Replacement** as follows:

Item No.	Description	Qty	Unit	Total
1.	Re-Roofing	1	LS	$ 243,000.00
2.	Cost for replacing Rotten or Damaged Wood	1	SF	$ 160.00

Total YMCA Roof Replacement $ 243,000.00 –

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

Authorized Signature

ADAM MENDOZA PM/OFFICER
Printed Name & Title

ALGAT ENTERPRISES, INC.
Company

12/20/21
Date

1800 PEMBROOK DR. SUITE 320 - #3425
Address

ORLANDO, FL, 32810
City, State, Zip Code

(407) 773-5037
Telephone No.

ADAM@ALGATENTERPRISES.COM
Email Address.

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above
Algat Enterprises Inc

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

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

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1800 Pembrook Dr suite 300

Requester's name and address (optional)

6 City, state, and ZIP code
Orlando FL 32810

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 4 - 1 8 1 5 3 1 0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Andrew Minassara Date ▶ 08/05/2021

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

ADDENDUM NUMBER 1
RFP 22-BG-01
YMCA ROOF REPLACEMENT
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-01** for the above request for **YMCA ROOF REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What kind of decking is under flat roof? Is it metal, wood or concrete?

A1. The flat roof section at the YMCA is a built up roof over wood.

Q2 Are we allowed to do core samples on the flat roof portions?

A2. Core samples may be taken if granted award.

Q3 Are you requiring this projected to be bonded?

A3. No bid bond is required for this job. A 100% performance bond will be required only if the cost is in excess of $300,000.

Q4 Do you have the make and color of the shingles used at City Hall so that they may be matched at the YMCA?

A4. The shingles used at City Hall were: CertainTeed landmark Architectural Shingles, Color is Resawn Shake

Q5 Do you have a core sample of the flat roof?

A5. No, we do not.

Q6 Is there a dedicated area for a dumpster near the building?

A6. We want to keep the dumpster off of the grass, but we have a sidewalk area near the building that can be used.

Q7 Is the angle of the flat roof know, and can there be substitutions for ISO board?

A7. There have not been leaking issues from the flat roof and drainage is occurring, but the

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

angle of the roof is unknown. ISO board is a requirement of this bid.

Signature acknowledges receipt and understanding of this addendum.

ADAM MINOSSOEA
Name/Title

12/17/21
Date

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2021

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

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

PRODUCER	CONTACT NAME:		
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):	
	E-MAIL ADDRESS: support@nextinsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Next Insurance US Company		16285
INSURED algat enterprises inc 1600 Pembroke Dr Ste 300-3425 Orlando, FL 32810	INSURER B : State National Insurance Company, Inc.		12831
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 7910332 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER	X		NXTKCDPPUQ-00-GL	10/25/2021	10/25/2022	EACH OCCURRENCE	$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.00
							MED EXP (Any one person)	$15,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							GENERAL AGGREGATE	$2,000,000.00
							PRODUCTS - COMP/OP AGG	$2,000,000.00
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NXTVTKUALV-00-WC	10/25/2021	10/25/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$1,000,000.00
A	Contractors Errors and Omissions	X		NXTKCDPPUQ-00-GL	10/25/2021	10/25/2022	Each Occurrence: Aggregate:	$25,000.00 $50,000.00

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

Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the Insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

marion county bocc

2631 SE 3rd St
Ocala, FL 34471

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2021

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

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

PRODUCER Shawn Manniel Farmers Insurance 880 Santa Maria Blvd STE 4 St. Augustine, FL 32086	CONTACT NAME: Samantha Hatin PHONE (A/C, No, Ext): 904-567-3677 FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED Algat Enterprises Inc 1800 Pembrook Drive Suite 300-3425 Orlando, FL 32810	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			M00 0024047 00	10/25/2021	10/25/2022	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Personal Injury	$ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER	CANCELLATION
Marion County BOCC 2631 SE 3rd Street Ocala, FL 34471	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Shawn Michael Manniel

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Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

RHAMSTINE, KYLE LOHMANN

ALGAT ENTERPRISES INCORPORATED
1800 PEMBROOK DRIVE SUITE 300 3425
ORLANDO FL 32810

LICENSE NUMBER: CGC1530957

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ORMAN, MARK J

RED RHINO ROOFING
552 HOLBROOK CIRCLE
LAKE MARY FL 32746

LICENSE NUMBER: CCC1327051

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

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An official website of the United States government Here's how you know

My Company Account

My Company Profile

Company Information

Company Name
Algat Enterprises Inc.

Doing Business As (DBA)

Company ID
1739071

Enrollment Date
09/17/2021

Employer ID Number
841815310

DUNS Number

Total Number of Employees
1 to 4

NAICS Code
236

Sector
Construction

Subsector
Construction of Buildings

Edit Company Information

Employer Category

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

Employer Category

Federal Contractor without FAR E-Verify Clause

Edit Employer Category

Company Locations

Physical Address

1800 Pembrook Dr
Ste 300 #3425
Orlando, FL 32810

Mailing Address

Same as Physical Address

Edit Company Locations

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

Attachment: Exhibit G - Bid Algat Enterprises Inc (2022-R-2 : YMCA Roof Replacement)

The City of Holly Hill

Steven Juengst <sjuengst@hollyhillfl.org>

Re: RFP 22-BG-01 - PRICING ERROR

Stella Gurnee <sgurnee@hollyhillfl.org> Wed, Dec 22, 2021 at 2:56 PM
To: Amanda Raslowsky <araslowsky@hollyhillfl.org>, Steven Juengst <sjuengst@hollyhillfl.org>, Antoine Khoury <akhoury@hollyhillfl.org>, Joe Forte <Jforte@hollyhillfl.org>

FYI

Stella

---------- Forwarded message ---------
From: **Stella Gurnee** <sgurnee@hollyhillfl.org>
Date: Wed, Dec 22, 2021 at 1:13 PM
Subject: Re: RFP 22-BG-01 - PRICING ERROR
To: Don Locchi <don.locchi@r-jgroup.com>
Cc: financedirector@hollyhillfl.org <financedirector@hollyhillfl.org>, Shaun Johnson <shaun.johnson@r-jgroup.com>, Ian Johnson <ian.johnson@r-jgroup.com>, Amanda Raslowsky <araslowsky@hollyhillfl.org>

We look forward to working with you in the future.

Stella L. Gurnee
Finance Director
City of Holly Hill
sgurnee@hollyhillfl.org
Phone (386)248-9426

On Wed, Dec 22, 2021 at 12:24 PM Don Locchi <don.locchi@r-jgroup.com> wrote:

> Thank you Stella, we will be withdrawing our bid.
>
> Don J. Locchi
>
> Major Accounts
>
> RJ Group Inc. CFL
>
> 407-454-3813
>
> Don.Locchi@r-jgroup.com
>
> R/J GROUP INCORPORATED
>
> ---
>
> **From:** Stella Gurnee <sgurnee@hollyhillfl.org>
> **Sent:** Wednesday, December 22, 2021 10:03 AM
> **To:** Don Locchi <don.locchi@r-jgroup.com>
> **Cc:** financedirector@hollyhillfl.org; Shaun Johnson <shaun.johnson@r-jgroup.com>; Ian Johnson <ian.johnson@r-

Attachment: Exhibit H - RJ Group Withdrawal of Bid (2022-R-2 : YMCA Roof Replacement)

jgroup.com>; Amanda Raslowsky <araslowsky@hollyhillfl.org>
Subject: Re: RFP 22-BG-01 - PRICING ERROR

Mr. Locchi,

Unfortunately, City purchasing Policy section 2.33 Error in Bid or Proposal subsection (c) states:

"If the error or deficiency is material to the bid, it may not be corrected. The bidder may go forward with the contract as bid, or the bidder may be allowed to withdraw its bid and the City, in its discretion, may accept the withdrawal with or without penalty."

Do you wish to withdraw your bid?

Stella L. Gurnee

Finance Director

City of Holly Hill

sgurnee@hollyhillfl.org

Phone (386)248-9426

On Wed, Dec 22, 2021 at 8:48 AM Don Locchi <don.locchi@r-jgroup.com> wrote:

> Stella,
>
> After submitting our bid yesterday we realized that the proposed amount we provided was incorrect due to a simple and unfortunate miscommunication. The correct proposal amount is $161,385.48. We sincerely apologize for any inconvenience this may have caused and hope we can still participate in the bid process.
>
> Thank you,
>
> Don J. Locchi
>
> Major Accounts
>
> RJ Group Inc. CFL
>
> 407-454-3813
>
> Don.Locchi@r-jgroup.com

Attachment: Exhibit H - RJ Group Withdrawal of Bid (2022-R-2 : YMCA Roof Replacement)

--

Stella L. Gurnee

Finance Director

City of Holly Hill

sgurnee@hollyhillfl.org

Phone (386)248-9426

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

--

Stella L. Gurnee
Finance Director
City of Holly Hill
sgurnee@hollyhillfl.org
Phone (386)248-9426

--

Stella L. Gurnee
Finance Director
City of Holly Hill
sgurnee@hollyhillfl.org
Phone (386)248-9426

RFP 22-BG-01 YMCA Roof Replacement

Evaluation Meeting December 28, 2021 at 10:00 a.m.

Evaluators Name Shawn Hebert

Company Name	Qualifications	Cost Proposal	Warranties	TOTAL	RANK
	20 points available	70 points available	10 points available	100 total points available	
Algat Enterprises	12	243,000 35	10	57	4
ELO Roofing	17	98,597 70	10	97	1
Nationwide Exteriors	15	110,779 60	10	85	2
RJ Group					n/a
RMS Orlando	12	169,000 50	10	72	3

Shawn Hebert

Attachment: Exhibit I - Selection Committee Scoring (2022-R-2 : YMCA Roof Replacement)

RFP 22-BG-01 YMCA Roof Replacement

Evaluation Meeting December 28, 2021 at 10:00 a.m.

Evaluators Name Antoine Khoury

Company Name	Qualifications	Cost Proposal	Warranties	TOTAL	RANK
	20 points available	70 points available	10 points available	100 total points available	
Algat Enterprises	15	20	10	45	4
ELO Roofing	15	60	10	85	1
Nationwide Exteriors	15	45	10	70	2
RJ Group					n/a
RMS Orlando	15	30	10	55	3

Attachment: Exhibit I - Selection Committee Scoring (2022-R-2 : YMCA Roof Replacement)

RFP 22-BG-01 YMCA Roof Replacement

Evaluation Meeting December 28, 2021 at 10:00 a.m.

Evaluators Name Steven Juergst

Company Name	Qualifications	Cost Proposal	Warranties	TOTAL	RANK
	20 points available	70 points available	10 points available	100 total points available	
Algat Enterprises	16	29.5	5	50.5	4
ELO Roofing	15	70	10	95.0	1
Nationwide Exteriors	7	66.6	10	83.6	2
RJ Group					n/a
RMS Orlando	20	50.3	5	75.3	3

Attachment: Exhibit I - Selection Committee Scoring (2022-R-2 : YMCA Roof Replacement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

Building, Zoning, Licensing & Inspections
386-248-9442
Fax 386-248-9498

City Clerk
386-248-9441
Fax 386-248-9448

City Manager
386-248-9425
Fax 386-248-9448

Economic Development
386-248-9424
Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9448

Human Resources
386-248-9440
Fax 386-248-9448

Information Technology
386-248-9449
Fax 386-248-9448

Public Works
386-248-9463
Fax 386-248-9499

Recreation
386-248-9460
Fax 386-248-9446

Utility Billing
386-248-9432
Fax 386-248-9448

Company Name: First Baptist Church of Gray Gables	Contact Name: Zandra Tison	Title: Financial Secretary
Contact Email/Fax fbcgraygables@comcast.net	Date December 28, 2021	Referring Company: **ELO Roofing**

Reference Check Form

1. When did ELO Roofing provide services and for what type of project

April 2021 (year) reroof Sanchez Education Building (project)

2. Did you experience any conflicts with this firm? ☐ Yes ☒ No

3. Did company perform satisfactorily and invoice in a timely manner? ☒ Yes ☐ No

4. Was company easy to contact and communicate with? ☒ Yes ☐ No

5. Were there any change orders requested for the project? ☐ Yes ☒ No

Comments: Excellent company to work with! Our Project Manager noticed discoloration in the Shingles, and now we are going through warranty work with the Manufacturing Company.

6. Would you recommend this company ☒ Yes ☐ No

Additional Comments: The work was completed in one week. We have a very large Building and we were amazed at how quick the work was done.

Printed Name: Zandra Tison Signature: Zandra Tison Date: 12/29/21

Title: Financial Secretary

Please complete and return to Steven Juengst via email: sjuengst@hollyhillfl.org. If you have any questions or comments, please don't hesitate to call @ (386) 248-9418. Thank you in advance for your assistance and time.

Attachment: Exhibit J - Reference Check - First Baptist Church of Gray Gables (1) (2022-R-2 : YMCA Roof Replacement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

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Fax 386-248-9448

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386-248-9463
Fax 386-248-9499

Recreation
386-248-9460
Fax 386-248-9446

Utility Billing
386-248-9432
Fax 386-248-9448

Company Name: Orlando Housing Authority	Contact Name: Mark Simpson	Title:
Contact Email/Fax Mark.Simpson@orl-oha.org	Date December 28, 2021	Referring Company: **ELO Roofing**

Reference Check Form

1. When did ELO Roofing provide services and for what type of project

2021 (year) Omega Apartments reroof (project)

2. Did you experience any conflicts with this firm? ☒ Yes ☐ No

3. Did company perform satisfactorily and invoice in a timely manner? ☒ Yes ☐ No

4. Was company easy to contact and communicate with? ☒ Yes ☐ No

5. Were there any change orders requested for the project? ☒ Yes ☐ No

Comments:

Had problems w/ subcontractor roofer not wearing safety equipment. ELO didn't enforce very well. Also work area was not constantly cleaned. Found lots of nails & roofing materials all over the site. Subs were getting paid for extra plywood they put down & originally were using whole sheets where a ½ would've sufficed.

6. Would you recommend this company ☒ Yes ☐ No

Additional Comments:

Printed Name: Mark Simpson Signature: [signature] Date: 12/28/2021

Title: Asst to Technical Director

Please complete and return to Steven Juengst via email: sjuengst@hollyhillfl.org. If you have any questions or comments, please don't hesitate to call @ (386) 248-9418. Thank you in advance for your assistance and time.

Attachment: Exhibit K - Reference Check - Orlando Housing Authority (2022-R-2 : YMCA Roof Replacement)

or a ½ sheet would be sufficient, we had to put a stop to that, which ECO should have been doing.

The work ended up fine, it just took more supervision on the part of the Orlando Housing Authority than it should have.

I would reccomend them, just make sure everything is spelled out.

Lastly, they had a Port-O-Let on site, it took several calls to get it removed, 3 weeks after the job was complete.

Attachment: Exhibit K - Reference Check - Orlando Housing Authority (2022-R-2 : YMCA Roof Replacement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

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Public Works
386-248-9463
Fax 386-248-9499

Recreation
386-248-9460
Fax 386-248-9446

Utility Billing
386-248-9432
Fax 386-248-9448

Company Name: The Delaney Company LLC	Contact Name: Bruce Delaney	Title: MGR
Contact Email/Fax thedelaneycompany@gmail.com	Date December 28, 2021	Referring Company: **ELO Roofing**

Reference Check Form

1. When did ELO Roofing provide services and for what type of project

2019 (year) re-roof 6 quadriplexes (project)

2. Did you experience any conflicts with this firm? ☐ Yes ☑ No

3. Did company perform satisfactorily and invoice in a timely manner? ☑ Yes ☐ No

4. Was company easy to contact and communicate with? ☑ Yes ☐ No

5. Were there any change orders requested for the project? ☐ Yes ☑ No

Comments:

6. Would you recommend this company ☑ Yes ☐ No

Additional Comments: I did not adequately define the scope of work to include soffit carpentry repairs, so none were done & I had to hire another company for that

Printed Name: Bruce Delaney Signature: BDel Date: 12/28/21

Title: owner/MGR

Please complete and return to Steven Juengst via email: sjuengst@hollyhillfl.org. If you have any questions or comments, please don't hesitate to call @ (386) 248-9418. Thank you in advance for your assistance and time.

Attachment: Exhibit L - Reference Check - The Delaney Company (2022-R-2 : YMCA Roof Replacement)

Request for Proposal

NUMBER
22-BG-01

HOLLY HILL
FLORIDA

YMCA Roof Replacement

Stella Gurnee, Finance Director

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals for YMCA Roof Replacement

22-BG-01
"YMCA Roof Replacement"

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, until **10:00 a.m., Tuesday, December 14, 2021** at which time and place all proposals received will be publicly opened and read aloud in the City Hall Commission Chambers.

There will be a non-mandatory pre-bid meeting for this project **at 10:00 a.m. on Tuesday, November 30, 2021**. The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117. Site visits will be conducted directly after the pre-bid meeting.

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

The City of Holly Hill, Florida, is requesting proposals from experienced contractor(s) to replace the roofs at the YMCA, located at 1046 Daytona Avenue, Holly Hill, Florida 32117. This project purpose is the removal and replacement of the existing shingle and flat roofs of the approximately 17,200 ft² buildings. A more detailed Scope of Work can be found in 'Exhibit A' of the bid packet. The proposals are to be in accordance with the terms, conditions, and specifications stated herein.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to Stella Gurnee at financedirector@hollyhillfl.org. Questions to be submitted no later than **5:00 p.m. on Wednesday, December 8, 2021**.

Upon award, the successful bidder will be required to furnish and pay for a satisfactory Contract one hundred percent (100 %) Performance Payment Bond which must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specific time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

One (1) original and (1) electronic copy on USB flash drive shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: "**RFP 22-BG-01 YMCA Roof Replacement**"

CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
s/ Joseph A. Forte
City Manager

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

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Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

1) Introduction/Overview

A) Purpose/Objective

The City of Holly Hill "CITY" has issued this Request for Proposal (hereinafter, "**RFP**") with the sole purpose and intent of obtaining proposals from qualified and licensed firms to remove and replace the roofs at the YMCA buildings, located at 1046 Daytona Avenue, Holly Hill, Florida 32117. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer(s) will hereinafter be referred to as the "Contractor".

The term of this agreement shall be for one hundred and twenty (120) days beginning on the date the contract is issued. This contract may not be renewed. All prices quoted shall remain firm for the duration of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

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

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

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

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

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

B) Background

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

More detailed information on the government and its finances can be found in City of Holly Hill's Comprehensive Annual Financial Report for fiscal year 2020-2021 and in the City's Annual Budget for fiscal year 2020-2021. Copies of these documents may be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

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C) Inquiries

Direct questions related to this **RFP** to Stella Gurnee, Finance Director, and submit such questions in writing to financedirector@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing and posted on VendorLink (www.myvendorlink.com) from financedirector@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.hollyhillfl.org) and on VendorLink (www.myvendorlink.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 20`18-R-30 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

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

E) Pre-Bid Conference

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

☒ A pre-bid conference is applicable for this solicitation.

A non-mandatory pre-bid conference will be held on Tuesday, November 30, 2021 at 10:00 am in the Commission Chambers, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

F) Projected Timetable

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

Event	**Date**
Issue **RFP** Notice	November 21, 2021
Non-Mandatory Pre-Bid	November 30, 2021 @ 10:00 a.m.
Last Date for Receipt of Written Questions	December 8, 2021 @ 5:00 p.m.

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Addendum Issued (If Applicable)	December 10, 2021 @ 5:00p.m.
Proposal Opening Date	December 14, 2021 @ 10:00 a.m.
Evaluation Committee	December 17, 2021 @ 10:00 a.m.
Notice of Recommendation	December 17, 2021 @ 5:00 p.m.
City Commission Hearing Date	January 11, 2022

2) General Description of Specifications or Scope of Work

The City of Holly Hill, Florida, is requesting proposals from experienced contractor(s) to replace roofs at the YMCA, located at 1046 Daytona Avenue, Holly Hill, Florida 32117. This project will the removal and replacement of the existing shingle and flat roofs of the approximately 17,200 ft² buildings. A more detailed Scope of Work can be found in 'Exhibit A' of the bid packet. The proposals are to be in accordance with the terms, conditions, and specifications stated herein.

A) Contractor's Responsibilities/Requirements

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

1) **Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

2) **General:** Contractor shall adhere to all applicable OSHA standards while performing work within the City.

3) **DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY**: Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.

4) **HOURS OF OPERATION**: All work under this contract shall be performed between the hours of 7:00 am and 5:00 pm, local time, Monday through Friday. Substantial work at City Hall shall be performed between the hours of 7:00 am and 5:00 pm, local time, Saturdays and Sundays only. No exceptions to these hours shall be made without the expressed written consent of the City.

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B) City's Responsibilities

City responsibilities include:

1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.

2) The City designates the Public Works Administration Manager as being the representative of the City in all matters regarding this solicitation.

3) City's Right to Inspect

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

4) Terms and Conditions of Contract

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

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

The term of this Agreement shall be for one hundred and twenty (120) days from the date of award with no extension options in adherence to the terms and conditions set forth in the RFP documents.

There are no price escalation during the term of this contract.

5) General Terms and Conditions

A) Licenses

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

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

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Building and Zoning Department (386) 248-9420 option 6.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or

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

C) Taxes

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

D) Relation of City

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

E) Term Contracts

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

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this without cause or for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

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

H) Assignment

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

I) Lobbying

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

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final**

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Commission approval, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Bid

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

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

K) Protest Procedures

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

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

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

N) Prohibition of Gifts to City Employees

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

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O) Immigration Reform and Control Act

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

P) Billing Instructions – Awarded Contractor(s)

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

Q) Vendor Preference

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

6) Instructions for Bid

A) Compliance with the RFP

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

B) Acknowledgment of Insurance Requirements

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

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

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

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

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

C) Acknowledgment of Bonding Requirements

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

☐ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

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

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

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

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D) Delivery of Bids

All bids are to be delivered before **10:00 a.m.**, local time, on or before **Tuesday, December 14, 2021** to:

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

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

Proposers must submit one (1) original and one (1) electronic copy on a USB flash drive

List the Proposal Number on the outside of the box or envelope and note "**YMCA Roof Replacement"**

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be non-voting member of the Finance Department as part of the evaluation committee. There shall be a minimum of three voting members of the committee, but always an odd number.

2. Request for Proposals (**RFP**) issued.

3. Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposals appears to be minimally responsive to the requirements of the published **RFP**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.

4. The voting committee members shall review each Proposal individually and score each Proposals based on the evaluation criteria state herein.

5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6. The voting members of the committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposals to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final

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recommendation will be decided based on review of scores and consensus of committee.

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

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

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

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

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

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

G) Proposals, Presentation, and Protest Costs

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

H) Acceptance or Rejection of Qualifications

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

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

I) Requests for Clarification of Proposals

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

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J) Validity of Proposals

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

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

K) Response Format

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

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

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

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

Title Page:

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

Table of Contents:

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

1) Tab I – Management Summary:

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

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2) Tab II – Corporate Experience and Capacity:

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

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

3) Tab III – Customer Listing:

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

Information provided for each client shall include the following:

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

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

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

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

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

Tab IV, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be

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understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

Tab V, Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

Tab VI, Required Form Submittals

Required forms:

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

6) Tab VII, Price Proposal Form – (The form included in this RFP document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services. Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	$100,000.00	$100,000.00	100.0%	85	85.0
Company #2	$108,000.00	$100,000.00	92.6%	85	78.7
Company #2	$120,000.00	$100,000.00	83.3%	85	70.8

1. Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

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

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work. During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

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

	Maximum Points
Qualifications and previous commercial experience, including projects for local Cities in Florida.	**20**
Cost proposal	**70**
Warranties, service level agreements, liquidated damages	**10**
Total Points	**100**

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

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

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

PROPOSER CHECK LIST

I M P O R T A N T: **Please read carefully, sign in the spaces indicated and return with your Proposal.**
Proposer should check off each of the following items as the necessary action is completed:

☐ The standard contract/ agreement has been signed and included.

☐ All applicable forms have been signed and included

☐ All information as requested in the Proposer's Qualification Form is included.

☐ Any addenda have been signed and included.

☐ The mailing envelope has been addressed to:

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

☐ The **mailing envelope must be sealed and marked** with Proposal Number "**RFP # 22-BG-01,** Proposal Title **"YMCA Roof Replacement " and Due Date "December 14, 2021 @ 10:00 am**".

☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

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

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

PROFESSIONAL SERVICES AGREEMENT
YMCA Roof Replacement
Request for Proposal (RFP) 22-BG-01

THIS AGREEMENT is made and entered into this_____day of _____ , 2021, by and between_____, duly authorized to conduct business in the State of Florida and whose address is_____, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #22-BG-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 one hundred and twenty (120 days) from the date of award per the terms and conditions of the RFP.

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

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

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

For Contractor:
_____,_____(Name, Title)
_____. (Company)
_____(Address)
_____(City, State, Zip)
_____(Phone)

SECTION 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 between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

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

WITNESSES:

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

WITNESSES:

_____

_____

FIRMS
By: _____
_____, _____

Dated:_____

Attachments: A. RFP # 22-BG-01
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2021 under Agenda Item No._____.

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

CONFLICT OF INTEREST AFFIDAVIT

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

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

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

State of_____)
City of_____)

SUBSCRIBED AND SWORN to before me this____day of_____, 20____, by

_____, who is personally known to me to be the

_____ for the Firm, OR who produced the following identification:_____.

_____

Notary Public

My Commission Expires: _____

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		$
		$
		$

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

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No

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

FEES:

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

$_____Total Fees for work done on all City projects

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

REFERENCES:
Bank(s) Maintaining Account(s): _____

_____

Surety/Underwriter: (if required)_____

_____

Other References: (Use additional sheets if necessary)

_____

_____

TYPE OF FIRM:

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

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

_____ _____
Company Address

_____ _____
Authorized Signature City, State, Zip Code

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

DECLARATION STATEMENT

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

RE: RFP NO. 22-BG-01 " YMCA Roof Replacement"
Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 22-BG-01.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this____ day of_____, 20__ in the City of_____, in the State of_____.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

INSURANCE REQUIREMENTS
(Continued)

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

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

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

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number **22-BG-01** and **YMCA Roof Replacement**

= =

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

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

Insurance Agency

Signature of Proposer's Agent

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☐ **YES**
☐ **NO**

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

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is_____of_____, Proposer that has submitted the attached Qualification;

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

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

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

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

Subscribed and sworn to before me this_____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

ACKNOWLEDGEMENTS
RFP # 22-BG-01 YMCA Roof Replacement

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

From : Insert Information
"Contractor"

The Contractor agrees to provide YMCA Roof Replacement as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the YMCA Roof Replacement called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

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

Contractor shall guarantee YMCA Roof Replacement within one hundred twenty (120) calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this_____day of_____, _____
(Month) (Year)

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

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

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

Address: _____

_____

Telephone # : (___)_____ **Fax # : (___)** _____

Taxpayer Identification Number (TIN): _____

CORPORATION

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

Address: _____

_____

_____

Telephone: (_____)_____**Fax: (_____)** _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

_____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature:_____**Date:** _____

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

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

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **22-BG-01** Date: _____

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

REFERENCES FORM

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

1. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

2. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

3. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

4. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

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

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

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

by_____
(Print Individual's Name and Title)
for_____
(Print Name of Entity Submitting Sworn Statement)
whose business is_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

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

_____
(Signature)

Sworn and subscribed before me this_____day of_____, 2019.

Personally known_____

OR produced identification_____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of_____

My commission expires:_____

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

_____

Telephone No.:_____Fax No.: _____

Email Address:_____Web Address:_____

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

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

PROPOSAL PRICING FORM

RFP 22-BG-01
YMCA Roof Replacement

RFP Date: _____

TO: The City of Holly Hill, Florida

FROM: _____

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for **the YMCA Roof Replacement** for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **YMCA Roof Replacement** as follows:

Item No.	Description	Qty	Unit	Total
1.	Re-Roofing	1	LS	$
2.	Cost for replacing Rotten or Damaged Wood	1	SF	$

Total YMCA Roof Replacement $_____

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

_____ Authorized Signature

_____ Printed Name & Title

_____ Company

_____ Date

_____ Address

_____ City, State, Zip Code

_____ Telephone No.

_____ Email Address.

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

Cut and use this label for Proposal Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP# 22-BG-01

YMCA Roof Replacement

OPENING DATE/TIME:
December 14, 2021
by 10:00 a.m.

Attachment: YMCA Roof Replacement RFP Final 11-09-2021 (2022-R-2 : YMCA Roof Replacement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 11, 2022**
FROM: **Amanda Raslowsky**
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 2021-2022; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-3**
APPLICANT:
PLANNER:

DISCUSSION:

The Florida Department of Law Enforcement (FDLE) has announced that the City of Holly Hill Police Department has been awarded the Edward Byrne Memorial Justice Assistance Grant Program (JAGD)for a total amount of $2,845.00 towards the purchase of two (2) Stalker Handheld Traffic Radar units.

These funds will be utilized to purchase two (2) Traffic Radar units that will allow our Traffic Officer to monitor traffic flow and speeds on our residential streets. This will greatly improve our ability to respond to traffic complaints and better deployment of our officers to enforce traffic laws in targeted areas.

FISCAL ANALYSIS:

The total estimated cost of the purchase of two (2) Traffic Data Systems is $2,845.00. The acceptance of the Edward Byrne Memorial Justice Assistance Grant Program (JAGD) for $2,845.00 will leave the City without a fiscal obligation.

STAFF RECOMMENDATION:

Staff recommends the approval of this Resolution.

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 RESOLUTION BY AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2021-2022.

ATTACHMENTS:

- FY2022 JAG Consent Agenda (PDF)
- EXHIBIT A-BUDGET RESOLUTION JAGD GRANT (PDF)

Resolution No. 2022-3

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 2021-2022; 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 2021-2022; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City amends its annual budget as changes to the budget occur during the year, the City has amended the current budget for such changes by the following Resolutions; 2020-R-73, adopted an operating budget for Fiscal Year 2021-2022;
Resolution 2021-R-91, amended the operating budget for Fiscal Year 2021-2022;
Resolution 2021-R-94, amended the operating budget for Fiscal Year 2021-202
Resolution 2021-R-100, amended the operating budget for Fiscal Year 2021-2022;
Resolution 2021-R-106, amended the operating budget for Fiscal Year 2021-2022;
Resolution 2021-R-110, amended the operating budget for Fiscal Year 2021-2022; and,

WHEREAS, this resolution, amending the budget, is to account for additional revenue from the Edward Byrne Memorial Justice Assistance Grant Program (JAGD) with an adjustment of $2,845 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 2021-2022 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 2021-2022 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 11th day of JANUARY, 2022.

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 12/14/21 06:00 PM
Department: Police
Category: Consent Agenda
Prepared By: Lisa O'Neal
Initiator: Jeff Miller
Sponsors:
DOC ID: 3566

CONSENT AGENDA (ID # 3566)

Edward Byrne Memorial Justice Assistance Grant Program (JAG) 2022 JAG – Hand Held Radar Data Systems 2022-JAGD-Volu-3-4B-047

DISCUSSION:

The Florida Department of Law Enforcement (FDLE) has announced that the City of Holly Hill Police Department has been awarded the Edward Byrne Memorial Justice Assistance Grant - Program (JAGD) for a total amount of $2845.00 towards the purchase of two (2) Stalker Handheld Traffic Radar units.

These funds will be utilized to purchase two (2) Traffic Radar units that will allow our Traffic Officer to monitor traffic flow and speeds on our residential streets. This will greatly improve our ability to respond traffic complaints and to better deployment our officers to enforce traffic laws in targeted areas.

FISCAL ANALYSIS:

The total estimated cost of the purchase of two (2) Traffic Radar Data Systems is $2845.00. The acceptance of the Edward Byrne memorial Justice Assistance Grant Program (JAGD) for $2845.00 will leave the city without a fiscal obligation.

STAFF RECOMMENDATION:

Approval and acceptance of the Edward Byrne Memorial Justice Assistance Grant - Program (JAGD) of $2845.00, for the purchase of two (2) Stalker Handheld Traffic Radar Units. (Contract #2022-JAGD-VOLU-3-4B-047).

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, 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:

Attachment: FY2022 JAG Consent Agenda (2022-R-3 : Budget Resolution for FY2021 - 2022 JAG Grant)

MOTION TO ACCEPT THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR THE PURCHASE OF TWO (2) STALKER HANDHELD TRAFFIC RADAR UNITS AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

Attachment: FY2022 JAG Consent Agenda (2022-R-3 : Budget Resolution for FY2021 - 2022 JAG Grant)

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: City of Holly Hill

Subgrant Number: 2022-JAGD-VOLU-3-4B-047

Project Title: HANDHELD RADAR UNITS

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

City of Holly Hill
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Signature Date

Printed Name and Title

Holly Hill Police Department
Authorizing Official (Official, Administrator, or Designated Representative)

Signature Date

Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature Date

Cody Menacof, Bureau Chief
Printed Name and Title

Attachment: FY2022 JAG Consent Agenda (2022-R-3 : Budget Resolution for FY2021 - 2022 JAG Grant)

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SPECIAL CONDITIONS

Subrecipient: City of Holly Hill

Subgrant Number: 2022-JAGD-VOLU-3-4B-047

Project Title: HANDHELD RADAR UNITS

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S49797: During application review, it was noted the Subrecipient's SAM.gov registration will be expiring within the next 60 days. In order to prevent delays in payment, the Subrecipient should renew their registration in SAM.gov prior to 12/07/2021.

Ref# S49941: A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Attachment: FY2022 JAG Consent Agenda (2022-R-3 : Budget Resolution for FY2021 - 2022 JAG Grant)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: City of Holly Hill
County: Volusia

Chief Official

Name: Christopher Via
Title: Mayor
Address: 1065 Ridgewood Avenue
City: Holly Hill
State: FL **Zip:** 32117-2807
Phone: 386-248-9441 **Ext:**
Fax:
Email: cvia@hollyhillfl.org

Chief Financial Officer

Name: Stella Gurnee
Title: Finance Director
Address: 1065 Ridgewood Ave
City: Holly Hill
State: FL **Zip:** 32117-2807
Phone: 386-248-9426 **Ext:**
Fax: 386-248-9458
Email: sgurnee@hollyhillfl.org

Attachment: FY2022 JAG Consent Agenda (2022-R-3 : Budget Resolution for FY2021 - 2022 JAG Grant)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name: Holly Hill Police Department
County: Volusia

Chief Official

Name: Jeff Miller
Title: Chief of Police
Address: 1065 Ridgewood Avenue
City: Holly Hill
State: FL **Zip:** 32117-2807
Phone: 386-248-9488 **Ext:**
Fax: 386-248-9480
Email: jmiller@hollyhillfl.org

Project Director

Name: Jeff Miller
Title: Chief of Police
Address: 1065 Ridgewood Avenue
City: Holly Hill
State: FL **Zip:** 32117-2807
Phone: 386-248-9488 **Ext:**
Fax: 386-248-9480
Email: jmiller@hollyhillfl.org

Attachment: FY2022 JAG Consent Agenda (2022-R-3 : Budget Resolution for FY2021 - 2022 JAG Grant)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: HANDHELD RADAR UNITS
Subgrant Recipient: City of Holly Hill
Implementing Agency: Holly Hill Police Department
Project Start Date: 10/1/2021 **End Date:** 9/30/2022

Problem Identification

The City of Holly Hill hosts (3) three major arterial roadways - Nova Road, LPGA Boulevard, and Ridgewood Avenue - which link the larger neighboring municipalities of Daytona Beach and Ormond Beach. Traffic studies have demonstrated that tens of thousands of motorists transit the City of Holly Hill daily, primarily along the busy commercial corridors of Ridgewood Avenue and (US Highway 1) and Nova Road (State Road 5A).

According to a statistic provided by the National Highway Transportation and Safety Administration (2019), "...there were 37,133 traffic fatalities in 2017. Among them, 9,717 (26%) were in crashes where at least one driver was speeding." In another study provided by NHTSA (2017), driving too fast for conditions or in excess of posted limit or racing led the chart as the number one factor involving fatal crashes at 8,856 deaths or 16.9%.

Furthermore, the Florida Department of Transportation 2019 FY2019 Highway Safety Matrix ranked the City of Holly Hill 19 out of 118 similar cities in Florida for traffic crashes resulting from excessive speed and/or aggressive driving during the 2012-2016 reporting period.

The one complaint received from citizens is aggressive driving and speeding within city limits. The Holly Hill Police Department (HHPD) has 3 radar units and 1 laser. This equipment is extremely weathered and constantly have to be repaired; thereby, limiting the effectiveness of the HHPD to enforce speed limits for public safety reasons.

Currently, the City of Holly Hill doesn't have sufficient funds budgeted to address this serious public safety concern. Grant proceeds will allow the purchase of 2 handheld radar units.

Project Summary (Scope of Work)

Upon funding, The HHPD will use grant funds to purchase two portable handheld radar units (HRU).

These HRU's will allow officers to conduct speed enforcement details throughout the city of Holly Hill and in doing so, reduce aggressive driving, reduce traffic crashes related to speeding, and crate a safer commute for the motoring public.

First Quarter - Collect Bids
Second Quarter - Process Purchase Order
Third Quarter - Order Equipment
Fourth Quarter - Utilize HRU's

Attachment: FY2022 JAG Consent Agenda (2022-R-3 : Budget Resolution for FY2021 - 2022 JAG Grant)

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Documentation of deliverables must be maintained by the sub-recipient and/or implementing agency and made available for monitoring. Example documentation for the purchase of items and services include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices and proof of payment, etc.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor/provider. Minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

All activities discussed in the scope of work or project deliverables are for the equipment to be purchased for this project.

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed.

Attachment: FY2022 JAG Consent Agenda (2022-R-3 : Budget Resolution for FY2021 - 2022 JAG Grant)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?
Answer: 0

Question: What is the combined population of the jurisdiction(s) our agency provides services to (according to the 2010 census)?
Answer: 11659

Question: What is the address of the location being used to provide services for this project?

Answer: 1065 Ridgewood Avenue
Holly Hill, Florida 32117

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?
Answer: No

Question: In your organization's proceeding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) $25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executes in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Attachment: FY2022 JAG Consent Agenda (2022-R-3 : Budget Resolution for FY2021 - 2022 JAG Grant)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions (Required)

Objectives and Measures

Objective: General Questions - Required questions for all recipients.

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Attachment: FY2022 JAG Consent Agenda (2022-R-3 : Budget Resolution for FY2021 - 2022 JAG Grant)

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: An overtime detail grant ($40,000) was received by the FDOT to pay officers to conduct speed enforcement details.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: None of the above

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Community Meetings - Monthly

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: Volunteer Program, Police Cadet Program, K-12 School Programs.

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have

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Section 3: Performance

multiple goals, describe each goal separately.

Goal: Reduce the amount of traffic crashes city wide by utilizing the handheld radar units.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: None known at this time.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: To purchase new handheld radar units.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for recipients funding Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 01

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

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Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000337

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00
Expenses	$2,845.00	$0.00	$2,845.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$2,845.00**	**$0.00**	**$2,845.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI)? No

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Section 4: Financial (cont.)

Budget Narrative:

Expenses:

(2) Stalker Handheld Radar Units @ $1,380.25 each

Shipping @ $84.50

Expense Total: $2,845.00

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as "kit", "bundle", "system" etc.

Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

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Application for Funding Assistance

Florida Department of Law Enforcement

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Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, does this application create a new position that results in a net personnel increase?

Answer: No

Question: If the budget contains salaries and benefits and does not result in a new position, describe how the existing position was previously funded.

Answer: N/A

Question: If Expenses or Operating Capital Outlay, are you procuring via inter-governmental agreement (e.g. state term contract, government contract, etc.)? If yes, identify the agency and agreement number.

Answer: No

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: $5,000

Question: Will any procurements be made via sole source (see 2 C.F.R. 200.320(f))? If yes and the aggregate dollar amount is $10,000 or more, include a Sole Source Justification Approval Form.

Answer: No

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

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OFFICE OF CRIMINAL JUSTICE GRANTS
SUBAWARD STANDARD CONDITIONS

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal grant programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2020 Project Safe Neighborhoods grants by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Subawards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the subrecipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
- 2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
- Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
- Chapter 119, F.S., Public Records
- Section 215.34(2), F.S., State funds; non-collectible items; procedure
- Section 215.97, F.S. Florida Single Audit Act
- Section 215.971, F.S., Agreements funded with federal or state assistance
- Section 215.985, F.S., Transparency in government spending
- Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

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For NCHIP and NARIP:
FY2020 National Criminal History Improvement Program (NCHIP) guidance
(https://www.bjs.gov/index.cfm?ty=tp&tid=47) (https://www.bjs.gov/content/pub/pdf/nchip20_sol.pdf)

FY2020 NICS Act Record Improvement Program (NARIP) guidance
(https://www.bjs.gov/content/pub/pdf/narip20_sol.pdf)

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN grant programs. FDLE has been assigned as the certified Fiscal Agent for PSN grants.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation
in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

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Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project

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past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

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10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee.*

12.0 Confidentiality of Data - The subrecipient (at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 Flood Disaster Protection Act - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 General Appropriations Restrictions – The subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

17.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the subrecipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 Personally Identifiable Information Breaches – The subrecipient (at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to

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FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 **Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 **Title VI of the Civil Rights Act of 1964** - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient and/or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 **Title IX of the Education Amendments of 1972** If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 **Equal Treatment for Faith Based Organizations** The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 **Americans with Disabilities Act** - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 **Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 **Age Discrimination Act of 1975 -** Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 **Filing a Complaint** - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 **Retaliation** - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

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12.0 **Non-discrimination Contract Requirements** -Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 **Pass-through Requirements** - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Subrecipient Funds** - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 **Use of Funds** - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 **Advance Funding** - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 **Performance and Reporting**

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

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Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved subaward will only be considered under extenuating circumstances. Subrecipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

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7.0 **Project Generated Income (PGI)** - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objectives for which the award was made.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 **Subrecipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 **Property Management** - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage

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and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf.

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

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Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 Cost Analysis - A cost analysis must be performed by the subrecipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 Allowable Costs - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 Indirect Cost Rate - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 Sole Source - If the project requires a non-competitive purchase from a sole source costing $10,000 or more, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds $250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

7.0 Personal Services - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may

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include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 **Contractual Services -** The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of $25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm

9.0 **Travel and Training -** The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events -** Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 **Training and Training Materials** – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 **Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-

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based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

*"This project was supported by Award No. **[Federal Award Number]** awarded by the **[Bureau of Justice Assistance/Bureau of Justice Statistics]**, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

14.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP

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equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

15.0 **Interoperable Communications Guidance** - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

14.0 **Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

15.0 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, subrecipients are prohibited from obligating or expending grant funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

16.0 **Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

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iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

17.0 Non-Disclosure Agreements - No subrecipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

18.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

19.0 For JAG: Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed three ways:

1) Regional Information Sharing Systems (RISS) members may access the training through the secure RISS portal. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_RISS.pdf.
2) Members with a secure account through the Federal Bureau of Investigation's (FBI) Law Enforcement Enterprise Portal (LEEP) may log in to LEEP to access the training. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_LEEP.pdf.
3) If your agency was previously provided with a preauthorization code, you may register for the training using that code by selecting the "LOG IN or SIGN UP" menu button located on the top left side of the home page. Enter your email address and password, then select "Preauthorization Registration."

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods at Home page - 28 CFR Part 23 Online Training (ncirc.gov).

20.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

21.0 For PREA: PREA Audits - Subrecipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs

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to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

1) New construction;

2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and

5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the subaward.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

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9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm

14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.

ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

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iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.

vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.

vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters: No subrecipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the subrecipient:

a) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;

b) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.

c) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

17.0 For RSAT: State Alcohol and Drug Abuse Agency - The subrecipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

18.0 For RSAT: Drug Testing - The subrecipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

19.0 For RSAT: Opioid Abuse and Reduction - The subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

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20.0 **For RSAT: Data Collection** - The subrecipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

21.0 **For PSN: Coordination with U.S. Attorney and PSN Task Forces -** The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

22.0 **For PSN: Media-related Outreach -** The subrecipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

23.0 **For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, subrecipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks

2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.

3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

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Exhibit "A"

FY 2021 - 2022 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2021 - 2022	REVENUE	EXPENSE
001 - GENERAL FUND	$ 2,845	$ 2,845
TOTAL ALL FUNDS	$ 2,845	$ 2,845

Attachment: EXHIBIT A-BUDGET RESOLUTION JAGD GRANT (2022-R-3 : Budget Resolution for FY2021 - 2022 JAG Grant)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **January 11, 2022**
FROM: **Brian Walker**
SUBJECT: **SECOND READING - ORDINANCE 3044 - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1012 8Th Street Having Parcel Number 4244-01-07-0081 by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from MXZ (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. AND SECOND READING - ORDINANCE 3045 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described as 1012 8Th Street Having Parcel Number 4244-01-07-0081 and Further Described in Attachment "A" from MH-1 (Mobile Home) to CC-1 (Commercial Corridor District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2021-O-3044**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION

Consider an Ordinance enacting a Small Scale Future Land Use Map Amendment from MXZ (Mixed Use) (Volusia County) to General Commercial (Holly Hill) and a Rezone from MH-1 (Mobile Home Park) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately 1.25 acres located approximately 350 feet west of Nova Road N on the north side of 8th Street. The parcel is more specifically known as 1012 8th Street. (CPA-2021-04) and (Z-2021-05) (Thomas Bonarrigo, Applicant).

BACKGROUND

The Applicant petitioned that the property in question be annexed into the City of Holly Hill. At its regular meeting on October 12, 2021, the City Commission voted unanimously to approve the annexation.

Now that the property is within the jurisdictional limits of the City of Holly Hill, the Applicant is

requesting a Small Scale Future Land Use Map Amendment from MXZ (Mixed Use) (Volusia County) to General Commercial (Holly Hill) and a Rezone from MH-1 (Mobile Home Park) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill). Property Appraiser records indicate the property is currently vacant.

PROJECT INFORMATION

Size of Property: The property is approximately 1.25 acres

Legal Description: That certain parcel numbered 4244-01-07-0081 by the Volusia County Property Appraiser, deed recorded at Official Records Book 8045, page 4642 of the Public Records of Volusia County, Florida, and alternately described by bounds as follows: beginning at the southeasterly corner of the above described parcel; thence westerly along the northerly right of way of 8th Street, a 50 foot right of way of record, to the southeasterly corner of Parcel Number 44244-01-07-0085, deed recorded at Official Records Book 6663, page 3188; thence northerly along the westerly line of said Parcel Number 4244-01-07-0085 to the northeasterly corner thereof and an intersection with Parcel Number 4244-01-07-0080, deed recorded at Official Records Book 6680, page 3079; thence easterly along the southerly line of said Parcel Number 4244-01-07-0080 to the northwesterly corner of Parcel Number 4244-01-07-0082, deed recorded at Official Records Book 6456, page 1194; thence southerly along the westerly line of said Parcel Number 4244-01-07-0082 and the westerly line of Parcel Number 4244-01-07-0084 deed recorded at Official Records Book 3435. page 238 to the Point of Beginning. The above-described parcel contains 51123 square feet, more or less.

Parcel Identification Number: 4244-01-07-0081 per Property Appraiser. (**Exhibit A**)

General Location: The property is generally located approximately 350 feet west of Nova Road N on the north side of 8th Street. The parcel is more specifically known as 1012 8th Street. (**Exhibit B**)

Frontage: The property has approximately 160 feet of frontage along 8th Street.

Access: Street and vehicular access will be provided via public and/or private rights-of-way (ROW).

Aerial Photography: (**Exhibit C**)

Existing Development: The property is currently vacant.

Future Land Use Designation: The current FLU designation is MXZ (Mixed Use) (Volusia County) and the proposed FLU designation is General Commercial (Holly Hill). (**Exhibit D**)

Zoning: Current Zoning is MH-1 (Mobile Home Park) (Volusia County) and the proposed zoning is CC-1 (Commercial Corridor) (Holly Hill). (**Exhibit E**).

Floodplain Impacts: Based on the 2017 FIRM Panel 12127C0356J, there are no floodplains on the subject property. (**Exhibit F**)

Wetland Impacts: Based on aerial photos, survey, and County wetland map analysis, there are wetlands on the subject property.

Buffers: Upon development, landscaped buffers along property lines will be required.

Wellfield Protection Zones: Parcel is not within a Wellfield Protection Zone.

Environmental: Based on County map analysis the property is within the Gopher Tortoise Overlay.

Zoning and Land Uses
To see the zoning districts and future land uses that surround the subject parcel, see the attached sheet labeled "**Zoning and Land Use Table**."

Site Analysis
In addition to criteria established in the Comprehensive Plan, the amendment has been analyzed in terms of the infrastructure impacts. For considering a change of land use, an analysis comparing the maximum development potential under each land use and available capacity is required. Impacts to traffic, potable water, waste water and solid waste are summarized below and shown in more detail in **Exhibit G** titled, Infrastructure Impact Analysis. (**Note**: The document in Exhibit G states that the proposed zoning is light industrial. However, the proposed zoning is CC-1 (Commercial Corridor), not light industrial. The analysis of impacts however, is based on the future land use, not zoning, and such analysis is within the document is sound.)

Development Potential
Current FLUM Designation Volusia County - Mixed Use (MXZ)
Residential
The maximum permitted density under the property's current FLUM designation of Volusia County - Mixed Use (MXZ) is 16 Dwelling Units (DU) per acre up to 50% of the total area. Current DU = 16 DU per ac * 1.174 ac * 0.5
Current Maximum DU = 9.39 DU

Non-Residential
The maximum building area for non-residential developments is 75% of the site with an FAR of 0.5. Maximum Allowable Square Footage = Site Area * 0.75 * 0.5
Maximum Allowable Square Footage = 19,177 sf

Proposed FLUM Designation Holly Hill - General Retail Commercial
Residential
Residential units are not permitted in the General Retail Commercial Classification
Proposed Maximum DU = 0.0 DU

Non-Residential
The maximum building area for non-residential developments is the site with an FAR of 1.95. Maximum Allowable Square Footage = Site Area * 1.95
Maximum Allowable Square Footage = 99,722 sf

Potable Water Data and Analysis:
Potable Water Demand from the Current FLUM Designation

Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing residential potable water demand is 2,817 gpd.

Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum

existing non-residential potable water demand is 1,917 gpd.

Potable Water Demand from the Proposed FLUM Designation
Given the proposed FLUM designation of General Retail Commercial, the maximum proposed potable water demand is 9,972 gpd.

Change in Potable Water Usage
The change in Potable Water Demand from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 5,238 gpd.

Capacity: With a processing capacity of 2.3 MGD, the City's potable water treatment plant has sufficient capacity to accommodate the density increase permitted under the proposed future land use designation. The current maximum daily flow is 1.3 MGD. The City has sewer and water in the area supplying the plaza immediately to the north of the site under review. Development will be required to connect.

Sanitary Sewer Data and Analysis:
Sanitary Sewer Demand from the Current FLUM Designation
Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing residential sewer demand is 2,817 gpd.

Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing non-residential sewer demand is 1,917 gpd.

Sanitary Sewer Demand from the Proposed FLUM Designation
Given the proposed FLUM designation of General Retail Commercial, the maximum proposed sewer demand is 9,972 gpd.

Change in Sanitary Sewer Usage
The change in Sanitary Sewer Demand from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 5,238 gpd.

Capacity: With a processing capacity of 2.3 MGD, the City's potable water treatment plant has sufficient capacity to accommodate the density increase permitted under the proposed future land use designation. The current maximum daily flow is 1.3 MGD. The City has sewer and water in the area supplying the plaza immediately to the north of the site under review. Development will be required to connect.

The waste water treatment plant servicing this site has the capacity to service 3.0 MGD. Currently the plant services 1.85 MGD. The anticipated amount of wastewater to be generated by the increased density is 70,704 gallons per day. Therefore the plant has sufficient capacity to accommodate the increase anticipated by proposed future land use designation. Development will be required to connect.

Transportation: The proposed future land use map amendment will result in no significant increase of daily trips from the maximum allowed by the current land use.

Solid Waste:
Solid Waste Generation from the Current FLUM Designation
Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing Solid Waste Generation is 141 lbs./day.

Solid Waste Generation from the Proposed FLUM Designation
Given the proposed FLUM designation of General Retail Commercial, the maximum proposed Solid Waste Generation is 499 lbs./day.

Change in Solid Waste Usage
The change in Solid Waste Generation from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 358 lbs./day.

The City's contracted waste hauler, Waste Pro, delivers solid waste to the Volusia County's Tomoka Farms Road Landfill. This is a 3,400-acre Class 1 landfill and it is estimated to have excess capacity through 2052.

Stormwater Management: All stormwater calculations will comply with the applicable rules and regulations of the St. Johns River Water Management District and The City of Holly Hill. The project will attenuate and treat the stormwater for the mean annual and 25-year/24-hour and 100-year/24-hour rain events. The site will be developed in accordance with Local, State and Federal rules and regulations.

Consistency with Urban Sprawl Rule
Section 163.3177(6)(a)(9)(b), Florida Statutes, states that plan amendments shall be determined to discourage the proliferation of urban sprawl. In general terms and as directed by Florida Statutes and rules of the Florida Administrative Code, key urban sprawl indicators are leapfrog development, premature development, and development that does not make efficient use of urban services. Local governments are responsible for ensuring that their actions do not further urban sprawl.

This amendment does not represent leapfrog development or premature development, and in general promotes efficiency in the use of urban services.

Consistency with the Comprehensive Plan
A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with the comprehensive plan. The proposed request is consistent with the comprehensive plan with particular note of the following:

Chapter 1 - Future Land Use Element

- ✓ Policy 1.1.2 - The Future Land Use Element sets a maximum development intensity for the general commercial future land use at an F.A.R. of 1.95.

The parcel is currently vacant. Future development on the subject parcel will be required to comply with this requirement.

- ✓ Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan.

The parcel is currently vacant. Any proposed development will be required to be consistent with the comprehensive plan and demonstrate that there will be no decline to any established levels of service.

- ✓ Policy 1.2.17 - Properties that are annexed into the City of Holly Hill shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.

The County's land use designation of this property is "Mixed Use Zone" which is described in the County's Future Land Use Element in part as "An area that provides for a mixture of primarily commercial and industrial development with many different property owners."

Designating the subject site as "General Commercial" will allow the same uses as "Mixed Use Zone" with the exception of residential which would not fit in with this commercialized area . The "General Commercial" future land use will allow that the property be developed at a greater intensity, however increased impacts to facilities can be accommodated.

- ✓ Policy 1.9.1 - The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

This amendment promotes infill development for this location.

- ✓ Policy 2.3.4 - Encourage the maintenance, restoration and adaptive reuse of existing urban areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).

The subject site is not on the fringe of a developed area, but is an infill location. One of the benefits of infill development is reduced VMTs.

- ✓ Policy 5.1.2. - The City shall continually work to expand the Holly Hill non-residential tax base and other revenue sources.

The proposed amendment is consistent with this policy. The property was recently annexed into the City. This will have the direct effect of expanding the City's tax base.

- ✓ Objective 5.2 - The City shall ensure a sufficient amount of commercial and light industrial properties available for business recruitment and to work with property owners to redevelop vacant and underutilized properties in Holly Hill.

The proposed amendment is consistent with this policy. The property was recently annexed into the City. This will have the direct effect of expanding the amount of commercial property available **for business recruitment and to work with property owners to redevelop vacant and underutilized properties in Holly Hill.**

Staff finds that the requested small scale future land use amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve any increased demand on facilities and infrastructure created by the requested amendment. Additionally, the requested amendment does not encourage the proliferation of sprawl.

Appropriateness of the Requested Zoning Category
The zoning category to the east abutting the parcel under review is CC-1(Commercial Corridor District). The zoning categories immediately to the north and south are industrial. According to Policy 1.1.3 of the Future Land Use Element, the CC-1 zoning designation is consistent with the General Commercial land use classification.

Any future development on the site will be consistent with the stated intent of the CC-1 zoning district.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its regular meeting on December 6, 2021, the Board of Planning and Appeals voted unanimously to recommend approval of the proposed rezone and comprehensive plan land use map amendment.

STAFF RECOMMENDATION

Adopt the proposed Ordinance for second and final reading enacting a Small Scale Future Land Use Map Amendment from MXZ (Mixed Use) (Volusia County) to General Commercial (Holly Hill).

and

Adopt the proposed Ordinance for second and final reading enacting a Rezone from MH-1 (Mobile Home Park) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately 1.25 acres located approximately 350 feet west of Nova Road N on the north side of 8th Street and more specifically known as 1012 8th Street.

ATTACHMENTS:

- #01 - Boundary Survey - 07-26-21 (PDF)
- #06 - Ownership Disclosure Form (PDF)

- Exhibit A - Property Appraiser (PDF)
- Exhibit B - Location Map (PDF)
- Exhibit C - Aerial Map (PDF)
- Exhibit D - Current and Proposed FLU of Property(PDF)
- Exhibit E - Current and Proposed Zoning of Property (PDF)
- Exhibit F - Flood Map (PDF)
- Exhibit G - Infrastructure Impact Analysis (PDF)

HISTORY:

12/14/21 City Commission APPROVED AT 1ST READING
Next: 01/11/22

Both Ordinances titles were read at the same by Attorney Simpson but voted on separately.

Brian Walker, City Planner, briefly went over the staff reports for both Ordinances for amending the Comprehensive Plan for 1012 8th Street and amending the Land Development Regulations for same property.

Vice Mayor opened public participation for both Ordinances for first reading. No one spoke.

Ordinance No. 2021-3044

SECOND READING - ORDINANCE 3044 - AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1012 8TH STREET HAVING PARCEL NUMBER 4244-01-07-0081 BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) TO GENERAL COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. AND SECOND READING - ORDINANCE 3045 - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED AS 1012 8TH STREET HAVING PARCEL NUMBER 4244-01-07-0081 AND FURTHER DESCRIBED IN ATTACHMENT "A" FROM MH-1 (MOBILE HOME) TO CC-1 (COMMERCIAL CORRIDOR DISTRICT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO. 3044

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1012 8TH STREET HAVING PARCEL NUMBER 4244-01-07-0081 AND FURTHER DESCRIBED IN ATTACHMENT "A", BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) TO GENERAL COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3167, Florida Statutes, requires each county in the State of Florida to prepare and adopt a Comprehensive Plan; and

WHEREAS, the City Commission of the City of Holly Hill, Volusia County,

Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission has reviewed the future land use designation for the parcel described in Attachment "A" and determined that it is necessary to amend its Future Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan; and

WHEREAS, Section 163.3187, Florida Statutes, provides for small-scale amendments to the adopted Future Land Use Map of the Comprehensive Plan by the local government.

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

SECTION 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcel identified as 1012 8th Street having parcel number 4244-01-07-0081 as described in Attachment "A", as General Commercial.

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

SECTION 3. EFFECTIVE DATE - Within ten (10) days after enactment, a certified copy of this Ordinance shall be filed in the Office of the Secretary of State by the Clerk of the County Council and transmitted to the state land planning agency and any other agency or

local government that provided timely comments pursuant to the small-scale comprehensive plan review process in Section 163.3187, Florida Statutes. This Ordinance shall take effect upon the latter of the following dates: (a) thirty-one (31) days after adoption and after the issuance of a certificate of consistency or conditional certificate of consistency by the Volusia County Growth Management Commission, or (b) if timely challenged, issuance of a final order by the state land planning agency or the State of Florida Administration Commission determining the amendment adopted by this Ordinance to be in compliance.

SECTION 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

APPROVED AND AUTHENTICATED on this 11th day of JANUARY, 2022 for second reading.

ATTACHMENT "A"

That certain parcel numbered 4244-01-07-0081 by the Volusia County Property Appraiser, deed recorded at Official Records Book 8045, page 4642 of the Public Records of Volusia County, Florida, and alternately described by bounds as follows: beginning at the southeasterly corner of the above described parcel; thence westerly along the northerly right of way of 8th Street, a 50 foot right of way of record, to the southeasterly corner of Parcel Number 44244-01-07-0085, deed recorded at Official Records Book 6663, page 3188; thence northerly along the westerly line of said Parcel Number 4244-01-07-0085 to the northeasterly corner thereof and an intersection with Parcel Number 4244-01-07-0080, deed recorded at Official Records Book 6680, page 3079; thence easterly along the southerly line of said Parcel Number 4244-01-07-0080 to the northwesterly corner of Parcel Number 4244-01-07-0082, deed recorded at Official Records Book 6456, page 1194; thence southerly along the westerly line of said Parcel Number 4244-01-07-0082 and the westerly line of Parcel Number 4244-01-07-0084 deed recorded at Official Records Book 3435 page 238 to the Point of Beginning. The above-described parcel contains 51123 square feet, more or less.

AND

ORDINANCE NO. 3045

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED AS 1012 8TH STREET HAVING PARCEL NUMBER 4244-01-07-0081 AND FURTHER DESCRIBED IN ATTACHMENT A FROM MH-1 (MOBILE HOME) TO CC-1 (COMMERCIAL CORRIDOR DISTRICT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan.

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Attachment A as CC-1 (Commercial Corridor

District.)

SECTION 2. Development of the property described in Attachment A shall conform to the Land Development Regulations of Holly Hill.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

SECTION 6. That this Ordinance shall become effective upon final approval of the future land use map amendment.

APPROVED AND AUTHENTICATED on this 11th day of JANUARY, 2022 for second reading.

ATTACHMENT "A"

That certain parcel numbered 4244-01-07-0081 by the Volusia County Property Appraiser, deed recorded at Official Records Book 8045, page 4642 of the Public Records of Volusia County, Florida, and alternately described by bounds as follows: beginning at the southeasterly corner of the above described parcel; thence westerly along the northerly right of way of 8th Street, a 50 foot right of way of record, to the southeasterly corner of Parcel Number 44244-01-07-0085, deed recorded at Official Records Book 6663, page 3188; thence northerly along the westerly line of said Parcel Number 4244-01-07-0085 to the northeasterly corner thereof and an intersection with Parcel Number 4244-01-07-0080, deed recorded at Official Records Book 6680, page 3079; thence easterly along the southerly line of said Parcel Number 4244-01-07-0080 to the northwesterly corner of Parcel Number 4244-01-07-0082, deed recorded at Official

Records Book 6456, page 1194; thence southerly along the westerly line of said Parcel Number 4244-01-07-0082 and the westerly line of Parcel Number 4244-01-07-0084 deed recorded at Official Records Book 3435 page 238 to the Point of Beginning. The above-described parcel contains 51123 square feet, more or less.

Boundary and Topographic Survey with Tree Locations

10th Street 50' R/W Record(Delaware 33' R/W Plat)

Fd Pk Nail and Disk RLS #3254/3794 in centerline of Vine Street and 10th Street

Fd 5/8" Iron Rod No ID Along Wly Line Lot 8 Block 7

Set ½" Iron R&C LB #6877

5

Nly Line Lot 8
660' Plat

328' Description

4' Masonry Retaining Wall 7.0' Nly

N 64°18'18"E 165.00'
165' Description

4' Masonry Retaining Wall 6.6' Nly

Fd 1" Iron Pipe No ID

N 64°18'18"E 259.33
259.81 Description Per Adjoiner's Survey

6' Chain Link Fence 0.5' Nly 0.0' Ely

Fd 5/8" Iron Rod LB #2642 Along Wly R/W Nova Road

S 64°18'18"W 165.00'
165' Description

N 25°34'11"W 328.4' Description 309.80

S 25°34'11"E 328.7' Description 309.88'

Nova Road SR 5A
R/W Varies

Ely Line Lot 8
658' Plat

9

656' Plat

N 25°34'11"W 1316.13

N 25°36'47"W 309.81
Wly Line Lot 8

Vine Street
40' R/W (Record)

Centerline of Vine Street

7

BLOCK 7

8

165' Description

330' Description

Fd Pk Nail and Disk RLS #2048 in centerline of Vine Street and 8th Street

Fd 5/8" Iron Rod No ID SWly Corner Lot 8 Block 7 Except Street

Set ½" Iron R&C LB #6877

Benchmark MAG Nail&Disk LB #6877 Elev. 7.49

S 64°19'54"W 165.00
165' Description

Benchmark MAG Nail&Disk LB #6877 Elev. 6.83

Set ½" Iron R&C LB #6877

Storm Catch Basin Top Elev 6.27' 12" CMP Sly Inv. 3.54'

6' Chain Link Fence 5.7' Nly 0.5' Ely

Fd Pk Nail and Disk RLS#'s 3794 & 3254 in centerline of Holly Street and 8th Street

S 64°19'54"W 164.81
165' Description

N 64°18'06"E 826.07 Tie to centerline of Vine Street

N 64°18'06"E 1008.28 from centerline Vine Street to centerline of Holly Street

S 64°18'06"W 165.00

Set MAG Nail&Disk LB #6877

S 25°34'11"E 18.67

Eighth Street
(Maryland 33' R/W Plat)
50' R/W Record
20' Wide Asphalt pavement

S 25°34'11"E 18.38

Set MAG Nail&Disk LB #6877

Holly Street
40' R/W
(Record)

LEGEND:

AC Air conditioning pad
A\U Aerial utilities
CALC Calculation
CB Catch basin
CL Centerline
CLF Chain Link Fence
CM Concrete monument
CONC Concrete
Ⓒ Cable riser
Ⓒ Cable TV service
Δ Delta
° Degree
DESC Description
Doc Document
E(LY) East(erly)
Ⓔ Electric meter
EMT Electrical metal tubing
FD Found
FLD Field
FPL Florida Power and Light Corporation
FPLS Florida Professional Land Surveyor
Fire Hydrant
Ⓖ Gas meter
Guy Anchor
ES Electric Service
IP Iron pipe
L Arc length
LB Licensed business
LS Licensed Surveyor
N(LY) North(erly)
NAVD North American Vertical Datum
MES Mitered End Section
MF Metal Fence
PC Point of curve
PCP Permanent control point
POB Point of beginning
POC Point of commencement
POT Point of terminus
PT Point of tangent
R Radius
R&C Rod and cap
REC Recovered
RLS Registered land surveyor
R/W Right of Way
Sign
S(LY) South(erly)
Ⓣ Telephone service
TYP Typical
Utility pole
Utility services
Well
W(LY) West(erly)
Water meter
WF Wooden Fence
VF Vinyl Fence

TREE LEGEND:

BAY
CEDAR
CHERRY LAUREL
CHINABERRY
ELM
HACKBERRY
HICKORY
MAPLE TREE
MULLBERRY
OAK
PALM
PECAN
SUGARBERRY
SWEETGUM

NOTE:
Number beside tree indicates diameter at 4.5' Above Grade.

NOTES:
1. Field Survey completed 7-19-2021.
2. Bearing Basis Grid, Florida East Zone: S 64°19'54"W along the northerly right of way of 8th Street.
3. Underground utilities were not located, except as shown.
4. Dimensions shown are feet and decimals thereof.
5. Elevations are North American Vertical Datum 1988.
6. Flood Zone X, FEMA, Volusia County 125155 Panel No. 12127C0356J Map revised 09/29/2017.

Legal description:
The easterly 1/2 of the westerly 1/2 of the southerly 1/2 of Lot 8, Block 7, Mason & Carswell's Holly Hill, according to map in Map Book 2, page 90, Public Records of Volusia County, Florida. Except that portion in the road.

Job Number 21256 Crd #00020 FB 345 @ 20-22

MICHAEL M. MYER, FL PSM LS4006 — Michael M Myer — Digitally signed by Michael M Myer Date: 2021.07.28 16:49:22 -04'00'

MYER LAND SURVEYING, INC., LICENSED BUSINESS #6877

Not valid unless signed and embossed with surveyor's seal and/or displaying a digital signature badge. The date of the digital signature is not the date of the field survey.

Special Purpose Site Survey
Exclusively prepared for:
Bon-Properties FT, LLC

MYER LAND SURVEYING, INC.
LICENSED BUSINESS #6877
MICHAEL M. MYER #LS 4006
PROFESSIONAL LAND SURVEYOR
316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
386 255-6304 Phone MyerLandSurveying@Gmail.Com

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1" = 20'		AJS/ALH	MMM	7/26/2021

Attachment: #01 - Boundary Survey - 07-26-21 (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

CITY OF HOLLY HILL
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

The owner of the real property associated with this application is a (check one)

- ☐ Individual
- ☐ Corporation
- ☐ Land Trust
- ☒ Limited Liability Company
- ☐ Partnership
- ☐ Other(describe)

1. List all **natural persons** who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER
Thomas Bonanno	10 Clydesdale Dr. Ormond Beach	386-871-6045

(Use additional sheets for more space.)

2. For each **corporation,** list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent (2%) or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are traded publicly on any national stock exchange.

NAME	TITLE OR OFFICE	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

3. In the case of a **trust,** list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above.

Trust Name:

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

4. For **partnerships,** including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

Attachment: #06 - Ownership Disclosure Form (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

5. For each **limited liability company,** list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: Bon Properties FT LLC

NAME	TITLE	ADDRESS	% OF INTEREST
Thomas Bonarrigo	Mgr - Owner	13 Clydesdale Dr. Ormond Beach	100

(Use additional sheets for more space.)

6. In the circumstances of a **contract for purchase,** list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: _____

NAME	ADDRESS	% OF INTEREST

Date of Contract: _____

Please specify any contingency clause related to the outcome of the consideration of the application.

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

9-30-21
Date

Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by Thomas Bonarrigo on this 30th day of September, 20 21.
Owner, Agent, Applicant Name

Courtney Ramsey
Signature of Notary Public

Courtney Ramsey
Print, Type or Stamp Name of Notary Public

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced FL DL

COURTNEY RAMSEY
Commission # GG 359337
Expires July 25, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Attachment: #06 - Ownership Disclosure Form (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

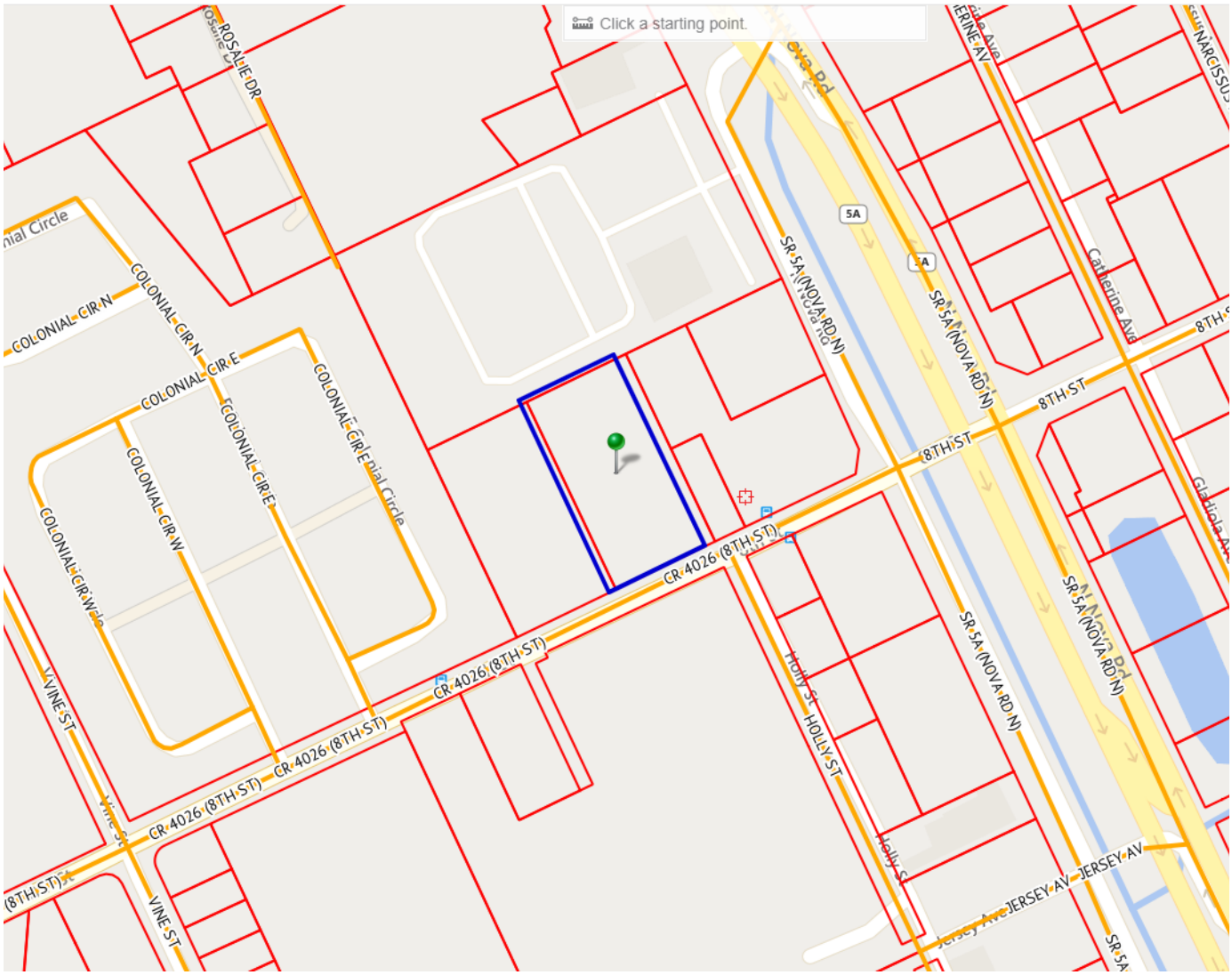
EXHIBIT A

Alternate Key:	3219074
Parcel ID:	424401070081
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	01 - 07 - 0081
Physical Address:	1012 8TH ST, DAYTONA BEACH 32117
Business Name:	
Owner(s):	BON-PROPERTIES FT LLC - FS - Fee Simple - 100
Mailing Address On File:	10 CLYDESDALE DR ORMOND BEACH FL 32174 *Update Mailing Address*
Building Count:	0
Neighborhood:	2112 - HOME ACRES UT 1 (5237-06) *Neighborhood Sales*
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2021 Final Millage Rate:	19.817
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Legal 1:	E 1/2 OF SW 1/4 OF LOT 8 BLK 7 MASON & CARSWELLS HOLLY HILL
Legal 2:	DB 341 PG 278 MB 2 PG 90 PER OR 3387 PG 0269 PER OR 6267 PG
Legal 3:	3982 PER OR 8045 PG 4642

Property Appraiser Information

Attachment: Exhibit A - Property Appraiser (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

EXHIBIT B



Location Map

Attachment: Exhibit B - Location Map (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

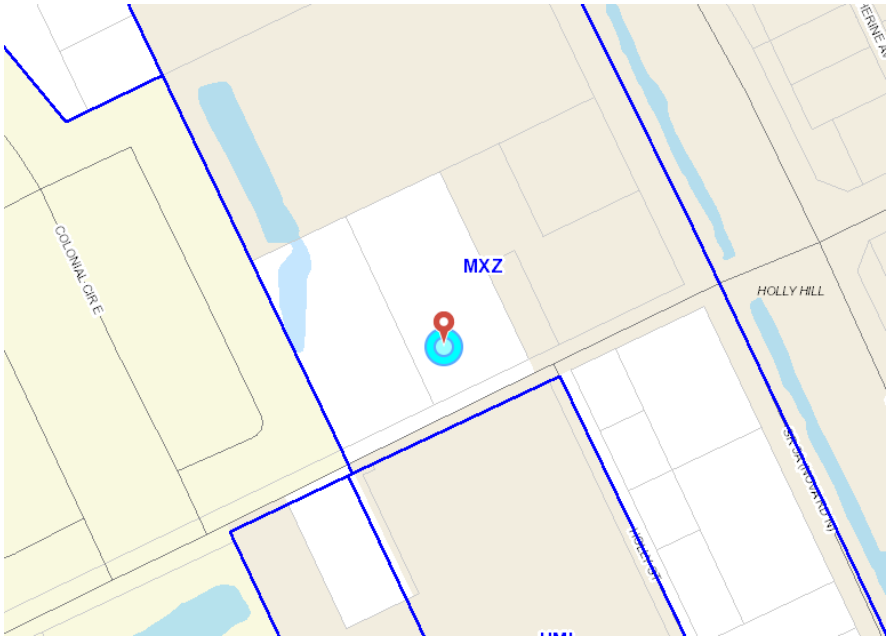
EXHIBIT C

Aerial Map

Attachment: Exhibit C - Aerial Map (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

EXHIBIT D

MXZ - CURRENT FLU (Volusia County)

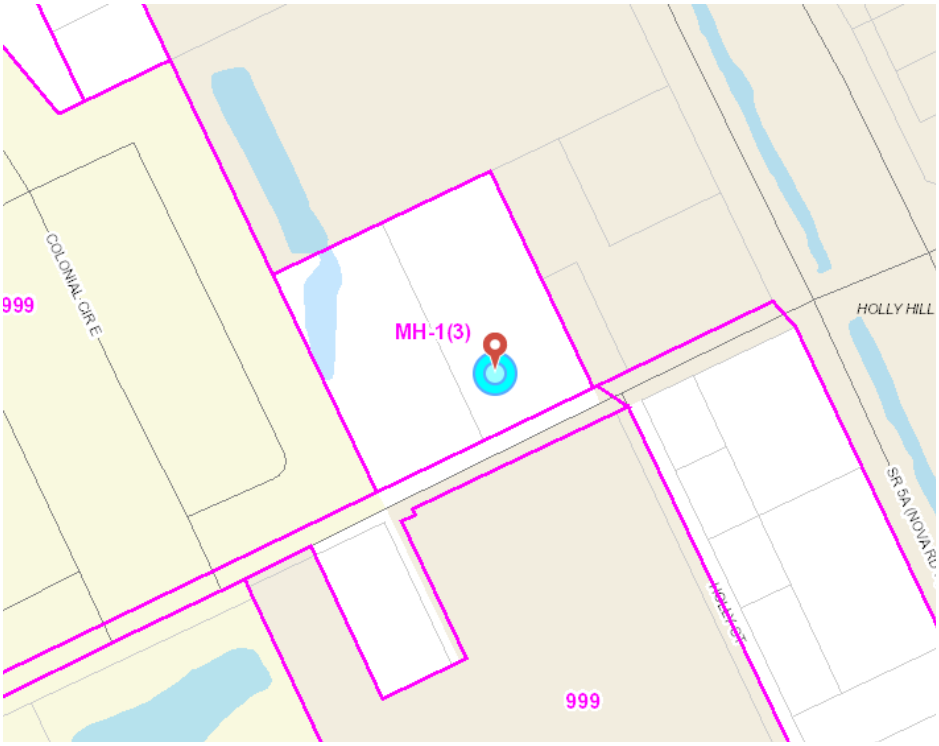


COMMERCIAL – PROPOSED FLU (Holly Hill)

Attachment: Exhibit D - Current and Proposed FLU of Property (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

EXHIBIT E

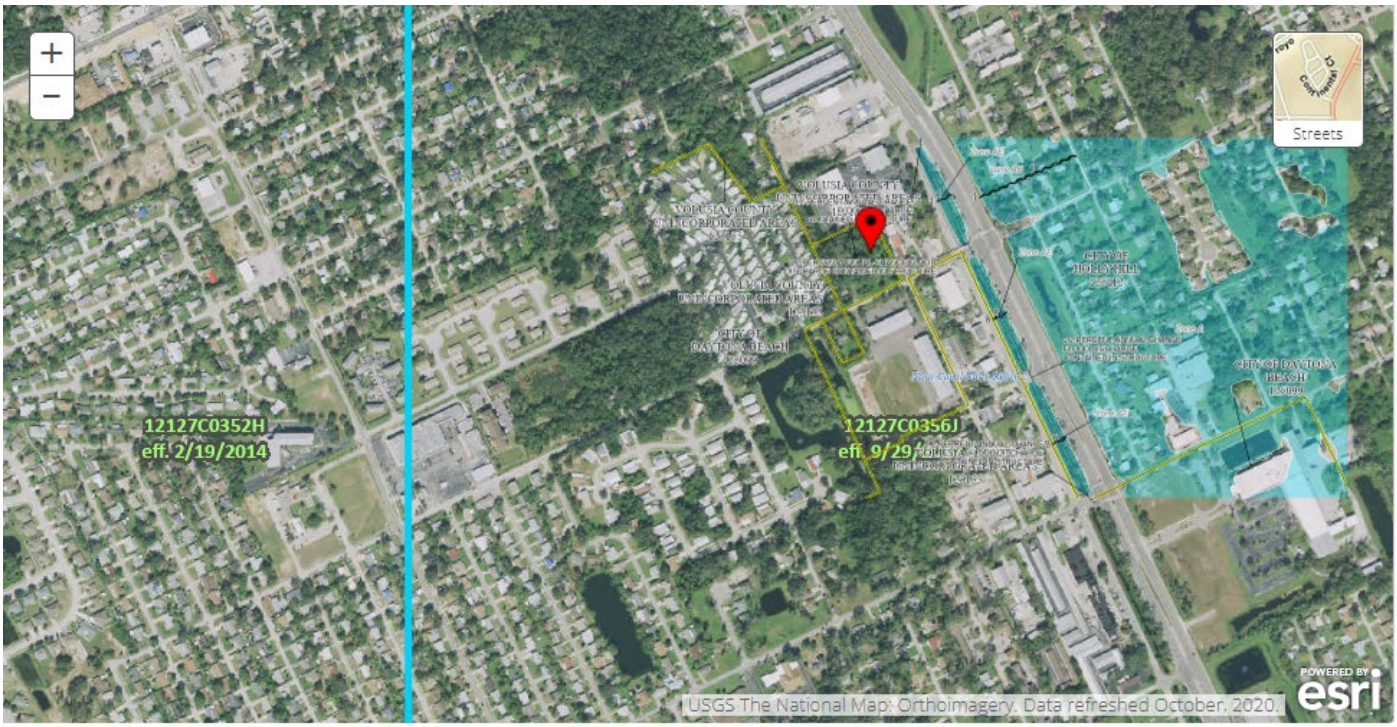
CURRENT ZONING MH-1 (Volusia County)

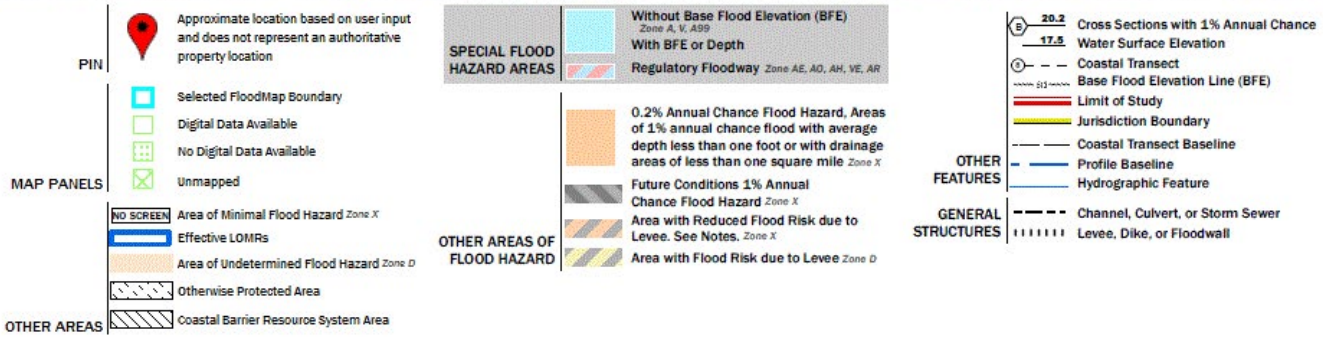


PROPOSED ZONING CC-1 (Holly Hill)

Attachment: Exhibit E - Current and Proposed Zoning of Property (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

EXHIBIT F





The flood map for the selected area is number **12127C0356J**, effective on **09/29/2017**

Flood Map

Attachment: Exhibit F - Flood Map (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

1012 8TH STREET

The City of Holly Hill
Volusia County, Florida

Small Scale Comprehensive Plan Amendment & Rezoning Support Document

Revision #0: October 20, 2021

Prepared By:
Parker Mynchenberg and Associates, Inc.
Professional Engineers * Landscape Architects * Land Planners
1729 Ridgewood Avenue
Holly Hill, Florida 32117
386-677-6891

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

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Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

1 APPLICANT INFORMATION

1.1 Applicant's Name and Address

Mr. Thomas Bonarrigo, Manager
Bon-Properties FT, LLC
10 Clydesdale Drive
Ormond Beach, Florida 32174

Phone: 386-871-6045
Email: cjmfg@cfl.rr.com

1.2 Nature of Interest

The property was recently annexed into the City of Holly Hill. The intent is to provide the supporting documentation to assign a City of Holly Hill zoning and landuse classification.

1.3 Applicant's Authorized Representative

Steven R. Buswell, P.E., L.A.
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Phone: 386-677-6891
Fax: 386-677-2114

2 PARCEL DATA

2.1 Size of Property and Survey

Parcel Location: 1012 8th Street, Holly Hill, Florida 32117

Total Property Area = 1.174 Acres

A survey containing the sketch and legal description of each individual parcel is provided in Appendix A

2.2 Legal Description

A complete Legal Description of the property is provided on the survey in Appendix A.

2.3 Parcel Identification Number(s)

4244-01-07-0081

2.4 General Location

The site is located on the north side of 8th Street and approximately 500 west of Nova Road.

2.5 Frontage

The subject property has 165 feet frontage on 8th Street.

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

2.6 Access

Public access to the Parcels will be from 8th Street.

2.7 Location and Acreage of Property in Same Ownership

There are no adjacent parcels under the same ownership.

3 LAND USE INFORMATION

3.1 Aerial Photograph

An aerial photograph is provided below

3.2 Built Features

Vacant land.

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

3.3 Future Land Use Map Designation

The current Future Land Use Map (FLUM) is Volusia County – MXZ (Mixed Use).
The proposed FLUM is City of Holly Hill – General Retail Commercial.

3.4 Zoning District

The current zoning designation is Volusia County - Rural Mobil Home (MH-3).
The proposed zoning designation is Holly Hill – Wholesale Light Industrial (I-1)

3.5 Prior Approval

Not applicable.

4 FUTURE LANDUSE ANALYSIS

4.1 Current FLUM Designation Volusia County – Mixed Use (MXZ)

4.1.1 Residential

The maximum permitted density under the property's current FLUM designation of Volusia County – Mixed Use (MXZ) is 16 Dwelling Units (DU) per acre up to 50% of the total area.
Current DU = 16 DU/ac * 1.174 ac * 0.5

Current Maximum DU =9.39 DU

4.1.2 Non-Residential

The maximum building area for non-residential developments is 75% of the site with an FAR of 0.5.

Maximum Allowable Square Footage = Site Area * 0.75 * 0.5
Maximum Allowable Square Footage = 19,177 sf

4.2 Proposed FLUM Designation Holly Hill – General Retail Commercial

4.2.1 Residential

Residential units are not permitted in the General Retail Commercial Classification

Proposed Maximum DU =0.0 DU

4.2.2 Non-Residential

The maximum building area for non-residential developments is the site with an FAR of 1.95.

Maximum Allowable Square Footage = Site Area * 1.95
Maximum Allowable Square Footage = 99,722 sf

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

5 ZONING ANALYSIS

5.1 Current Zoning Designation Volusia County – Rural Mobile Home (MH-3)

5.1.1 Residential

The minimum lot size permitted with the current Zoning designation of Volusia County – Rural Mobile Home (MH-3) is 5 acres.

Current Maximum DU =1.00 DU

5.1.2 Non-Residential

The maximum building area for non-residential developments is 35% of the total site.

Maximum Allowable Square Footage = Site Area * .35
Maximum Allowable Square Footage = 17,899 sf

5.2 Proposed Zoning Designation Holly Hill – Wholesale Light Industrial (I-1)

5.2.1 Residential

Residential units are not permitted in the Wholesale Light Industrial Classification

Proposed Maximum DU =0.0 DU

5.2.2 Non-Residential

The maximum building area for non-residential developments in the I-1 District is a 2-story structure with a 65% Building Coverage

Maximum Allowable Square Footage = Site Area * 0.65 * 2
Maximum Allowable Square Footage = 66,481 sf

6 CONCURRENCY ANALYSIS – FUTURE LAND USE ANALSYS (FLUM)

6.1 Potable Water Data and Analysis

6.1.1 Potable Water Demand from the Current FLUM Designation

Given the current FLUM designation of Volusia County – Mixed Use (MXZ), the maximum existing potable water demand is 2,817 gpd.

6.1.2 Potable Water Demand from the Proposed FLUM Designation

Given the proposed FLUM designation of General Retail Commercial, the maximum proposed potable water demand is 9,972 gpd.

6.1.3 Change in Potable Water Usage

The change in Potable Water Demand from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 7,155 gpd.

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

6.2 Sanitary Sewer Data and Analysis

6.2.1 Sanitary Sewer Generation from the Current FLUM Designation

Given the current FLUM designation of Volusia County – Mixed Use (MXZ), the maximum existing Sanitary Sewer Generation is 2,817 gpd.

6.2.2 Sanitary Sewer Generation from the Proposed FLUM Designation

Given the proposed FLUM designation of General Retail Commercial, the maximum proposed Sanitary Sewer Generation is 9,972 gpd.

6.2.3 Change in Sanitary Sewer Usage

The change in Sanitary Sewer Generation from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 7,155 gpd.

6.3 Solid Waste Data and Analysis

6.3.1 Solid Waste Generation from the Current FLUM Designation

Given the current FLUM designation of Volusia County – Mixed Use (MXZ), the maximum existing Solid Waste Generation is 141 lbs/day.

6.3.2 Solid Waste Generation from the Proposed FLUM Designation

Given the proposed FLUM designation of General Retail Commercial, the maximum proposed Solid Waste Generation is 499 lbs/day.

6.3.3 Change in Solid Waste Usage

The change in Solid Waste Generation from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 358 lbs/day.

6.4 Traffic Data and Analysis

The following estimations are based upon the Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition. Given the broad range of uses and their direct correlation to parking demand. Some assumptions have been made regarding the traffic estimates. In order to achieve the maximum FAR the typical use would be warehouse. A retail/office use has also been calculated based on a realistic development for the 1.174 acre parcel.

A complete copy of the calculations for each type of use is provided in Appendix B

6.4.1 Traffic Generated from the Current FLUM Designation

Given the current FLUM designation of Volusia County – Mixed Use (MXZ), the maximum existing average daily trips is 972.

6.4.2 Traffic Generated from the Proposed FLUM Designation

Given the proposed FLUM designation of General Retail Commercial, the maximum proposed average daily trips is 972.

6.4.3 Change in Estimated Traffic Daily Trips

The change in daily trips generated from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is zero.

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

7 CONCURRENCY ANALYSIS – REZONING ANALSYS

7.1 Potable Water Data and Analysis

7.1.1 Potable Water Demand from the Current Zoning Designation

Given the current Zoning designation of Volusia County – Rural Mobile Home (MH-3), the maximum existing potable water demand is 1,790 gpd.

7.1.2 Potable Water Demand from the Proposed Zoning Designation

Given the proposed Zoning designation of General Retail Commercial, the maximum proposed potable water demand is 6,648 gpd.

7.1.3 Change in Potable Water Usage

The change in Potable Water Demand from a Land Use Amendment from Volusia County Rural Mobile Home (MH-3) to the City of Holly Hill - Wholesale Light Industrial (I-1)is an increase of 4,858 gpd.

7.2 Sanitary Sewer Data and Analysis

7.2.1 Sanitary Sewer Generation from the Current Zoning Designation

Given the current Zoning designation of Volusia County – Rural Mobile Home (MH-3), the maximum existing Sanitary Sewer Generation is 1,790 gpd.

7.2.2 Sanitary Sewer Generation from the Proposed Zoning Designation

Given the proposed Zoning designation of General Retail Commercial, the maximum proposed Sanitary Sewer Generation is 6,648 gpd.

7.2.3 Change in Sanitary Sewer Usage

The change in Sanitary Sewer Generation from a Land Use Amendment from Volusia County Rural Mobile Home (MH-3) to the City of Holly Hill - Wholesale Light Industrial (I-1)is an increase of 4,858 gpd.

7.3 Solid Waste Data and Analysis

7.3.1 Solid Waste Generation from the Current Zoning Designation

Given the current Zoning designation of Volusia County – Rural Mobile Home (MH-3), the maximum existing Solid Waste Generation is 89 lbs/day.

7.3.2 Solid Waste Generation from the Proposed Zoning Designation

Given the proposed Zoning designation of General Retail Commercial, the maximum proposed Solid Waste Generation is 332 lbs/day.

7.3.3 Change in Solid Waste Usage

The change in Solid Waste Generation from a Land Use Amendment from Volusia County Rural Mobile Home (MH-3) to the City of Holly Hill - Wholesale Light Industrial (I-1)is an increase of 243 lbs/day.

7.4 Traffic Data and Analysis

The following estimations are based upon the Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition. Given the broad range of uses and their direct correlation to parking demand. Some assumptions have been made regarding the traffic estimates. In order to achieve

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

the maximum FAR the typical use would be warehouse. A retail/office use has also been calculated based on a realistic development for the 1.174 acre parcel.

A complete copy of the calculations for each type of use is provided in Appendix E

7.4.1 Traffic Generated from the Current Zoning Designation
Given the current Zoning designation of Volusia County – Rural Mobile Home (MH-3), the maximum existing average daily trips is 908.

7.4.2 Traffic Generated from the Proposed Zoning Designation
Given the proposed Zoning designation of General Retail Commercial, the maximum proposed average daily trips is 908.

7.4.3 Change in Estimated Traffic Daily Trips
The change in daily trips generated from a Land Use Amendment from Volusia County Rural Mobile Home (MH-3) to the City of Holly Hill - Wholesale Light Industrial (I-1)is zero.

8 STORMWATER DATA AND ANALYSIS

All stormwater calculations will comply with the applicable rules and regulations of the St. Johns River Water Management District and The City of Holly Hill. The project will attenuate and treat the stormwater for the mean annual and 25-year/24-hour and 100-year/24-hour rain events. The site will be developed in accordance with Local, State and Federal rules and regulations.

9 ENVIRONMENTAL ANALYSIS

9.1 Surface Water and Wetlands

There are no known surface waters on the property.

9.2 Vegetative Cover

The site is currently undeveloped. The vegetative cover is mixed hardwoods.

9.3 Flood Zones

The site is located in Flood Zone X.

9.4 Listed Animal and Plant Species

There are no known Animal or Plant Species located on-site that is identified on the endangered or threaten species list

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

APPENDIX A – LEGAL DESCRIPTION

Legal description:
The easterly 1/2 of the westerly 1/2 of the southerly 1/2 of Lot 8, Block 7, Mason & Carswell's Holly Hill, according to map in Map Book 2, page 90, Public Records of Volusia County, Florida. Except that portion in the road.

APPENDIX B – WATER DEMAND CALCULATIONS

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
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info@parkermynchenberg.com

Bonarrigo Business Park
Water Demand

CURRENT FLUM

Volusia County Designation Mixed Use (MXZ)

WATER - RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Residental	9.39 units	300 gpd/unit	2,817
TOTAL WATER DEMAND			2,817

WATER - NON-RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	19,177 SF	0.1 gpd/SF	1,918
TOTAL WATER DEMAND			1,918

PROPOSED FLUM

Holly Hill Designation - General Retail Commercial

WATER - RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Residental	- units	300 gpd/unit	-
TOTAL WATER DEMAND			-

WATER - NON-RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	99,722 SF	0.1 gpd/SF	9,972
TOTAL WATER DEMAND			9,972

SUMMARY

Current Water Demand =	2,817	gpd
Proposed Water Demand =	9,972	gpd
Increase =	**7,155**	**gpd**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

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Bonarrigo Business Park
Water Demand

CURRENT ZONING

Volusia County Designation Rural Mobile Home (MH-3)

WATER - RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Residental	1 units	300 gpd/unit	300
TOTAL WATER DEMAND			300

WATER - NON-RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	17,899 SF	0.1 gpd/SF	1,790
TOTAL WATER DEMAND			1,790

PROPOSED ZONING

Holly Hill Designation - WHOLESALE LIGHT INDUSTRIAL (I-1)

WATER - RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Residental	- units	300 gpd/unit	-
TOTAL WATER DEMAND			-

WATER - NON-RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	66,481 SF	0.1 gpd/SF	6,648
TOTAL WATER DEMAND			6,648

SUMMARY

Current Water Demand =	1,790	gpd
Proposed Water Demand =	6,648	gpd
Increase =	**4,858**	**gpd**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

APPENDIX C – SEWER GENERATION CALCULATIONS

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

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Bonarrigo Business Park

Sewer Generation

CURRENT FLUM

Volusia County Designation Mixed Use (MXZ)

Wastewater - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Residental	9.39 units	300 gpd/unit	2,817
TOTAL Wastewater Generation			**2,817**

Wastewater - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	19177 SF	0.1 gpd/SF	1,918
TOTAL Wastewater Generation			**1,918**

PROPOSED FLUM

Holly Hill Designation - General Retail Commercial

Wastewater - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Residental	- units	300 gpd/unit	-
TOTAL Wastewater Generation			**-**

Wastewater - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	99,722 SF	0.1 gpd/SF	9,972
TOTAL Wastewater Generation			**9,972**

SUMMARY

Current Wastewater Generation =	2,817	gpd
Proposed Wastewater Generation =	9,972	gpd
Increase =	**7,155**	**gpd**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

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Bonarrigo Business Park

Sewer Generation

CURRENT ZONING

Volusia County Designation Mixed Use (MXZ)

Wastewater - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Residental	1 units	300 gpd/unit	300
TOTAL Wastewater Generation			**300**

Wastewater - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	17,899 SF	0.1 gpd/SF	1,790
TOTAL Wastewater Generation			**1,790**

PROPOSED ZONING

Holly Hill Designation - General Retail Commercial

Wastewater - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Residental	- units	300 gpd/unit	-
TOTAL Wastewater Generation			**-**

Wastewater - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	66,481 SF	0.1 gpd/SF	6,648
TOTAL Wastewater Generation			**6,648**

SUMMARY

Current Wastewater Generation =	1,790	gpd
Proposed Wastewater Generation =	6,648	gpd
Increase =	**4,858**	**gpd**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

APPENDIX D – SOLID WASTE GENERATION CALCULATIONS

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

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Bonarrigo Business Park

Solid Waste Generation

CURRENT FLUM

Volusia County Designation Mixed Use (MXZ)

Solid Waste - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per Unit	Total Amount of Solid Waste (Lbs/day)
Residental	9.39 units	15 lbs/unit	141
TOTAL Solid Waste Generation			**141**

Solid Waste - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per SF	Total Amount of Solid Waste (Lbs/day)
Non-Residential	19,177 SF	0.005 lbs/SF	96
TOTAL Solid Waste Generation			**96**

PROPOSED FLUM

Holly Hill Designation - General Retail Commercial

Solid Waste - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per Unit	Total Amount of Solid Waste (Lbs/day)
Residental	- units	15 lbs/unit	-
TOTAL Solid Waste Generation			**-**

Solid Waste - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per SF	Total Amount of Solid Waste (Lbs/day)
Non-Residential	99,722 SF	0.005 lbs/SF	499
TOTAL Solid Waste Generation			**499**

SUMMARY

Current Solid Waste Generation =	141	lbs/d
Proposed Solid Waste Generation =	499	lbs/d
Increase =	**358**	**lbs/d**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

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Bonarrigo Business Park
Solid Waste Generation

CURRENT ZONING

Volusia County Designation Mixed Use (MXZ)

Solid Waste - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per Unit	Total Amount of Solid Waste (Lbs/day)
Residental	1 units	15 lbs/unit	15
TOTAL Solid Waste Generation			**15**

Solid Waste - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per SF	Total Amount of Solid Waste (Lbs/day)
Non-Residential	17,899 SF	0.005 lbs/SF	89
TOTAL Solid Waste Generation			**89**

PROPOSED ZONING

Holly Hill Designation - General Retail Commercial

Solid Waste - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per Unit	Total Amount of Solid Waste (Lbs/day)
Residental	- units	15 lbs/unit	-
TOTAL Solid Waste Generation			**-**

Solid Waste - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per SF	Total Amount of Solid Waste (Lbs/day)
Non-Residential	66,481 SF	0.005 lbs/SF	332
TOTAL Solid Waste Generation			**332**

SUMMARY

Current Solid Waste Generation =	89	lbs/d
Proposed Solid Waste Generation =	332	lbs/d
Increase =	**243**	**lbs/d**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

APPENDIX E – TRAFFIC CALCULATIONS

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

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Bonarrigo Business Park

Traffic Impact Summary

CURRENT FLUM

Volusia County Designation Mixed Use (MXZ)

Traffic - Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Multi-family	220	9.39 units	69
MAX TOTAL AVERAGE DAILY TRIPS			69

Traffic - Non-Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Free Standing Discount Superstore	813	19.17 / 1,000 SF	972
Medical Office	720	19.17 / 1,000 SF	667
General Office	710	19.17 / 1,000 SF	214
MAX TOTAL AVERAGE DAILY TRIPS			972

PROPOSED FLUM

Holly Hill Designation - General Retail Commercial

Traffic - Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Residental	220	0 units	0
MAX TOTAL AVERAGE DAILY TRIPS			0

Traffic - Non-Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Warehouse	150	99.72 / 1,000 SF	203
Free Standing Discount Superstore	813	19.17 / 1,000 SF	972
Medical Office	720	19.17 / 1,000 SF	667
General Office	710	19.17 / 1,000 SF	214
MAX TOTAL AVERAGE DAILY TRIPS			972

SUMMARY

Current FLUM Designation =	972	tpd
Proposed FLUM Designation =	972	tpd
Change =	**0**	**tpd**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

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Bonarrigo Business Park

Traffic Impact Summary

CURRENT ZONING

Volusia County Designation - Rural Mobile Home (MH-3)

Traffic - Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Single Family	210	1 units	15
MAX TOTAL AVERAGE DAILY TRIPS			15

Traffic - Non-Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Free Standing Discount Superstore	813	17.9 / 1,000 SF	908
Medical Office	720	17.9 / 1,000 SF	623
General Office	710	17.9 / 1,000 SF	200
MAX TOTAL AVERAGE DAILY TRIPS			908

PROPOSED ZONING

Holly Hill Designation - Wholesale Light Industrial (I-1)

Traffic - Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Residental	220	0 units	0
MAX TOTAL AVERAGE DAILY TRIPS			0

Traffic - Non-Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Warehouse	150	66.48 / 1,000 SF	116
Free Standing Discount Superstore	813	17.9 / 1,000 SF	908
Medical Office	720	17.9 / 1,000 SF	623
General Office	710	17.9 / 1,000 SF	200
MAX TOTAL AVERAGE DAILY TRIPS			908

SUMMARY

Current FLUM Designation =	908	tpd
Proposed FLUM Designation =	908	tpd
Change =	**0**	**tpd**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Free-Standing Discount Superstore
(813)

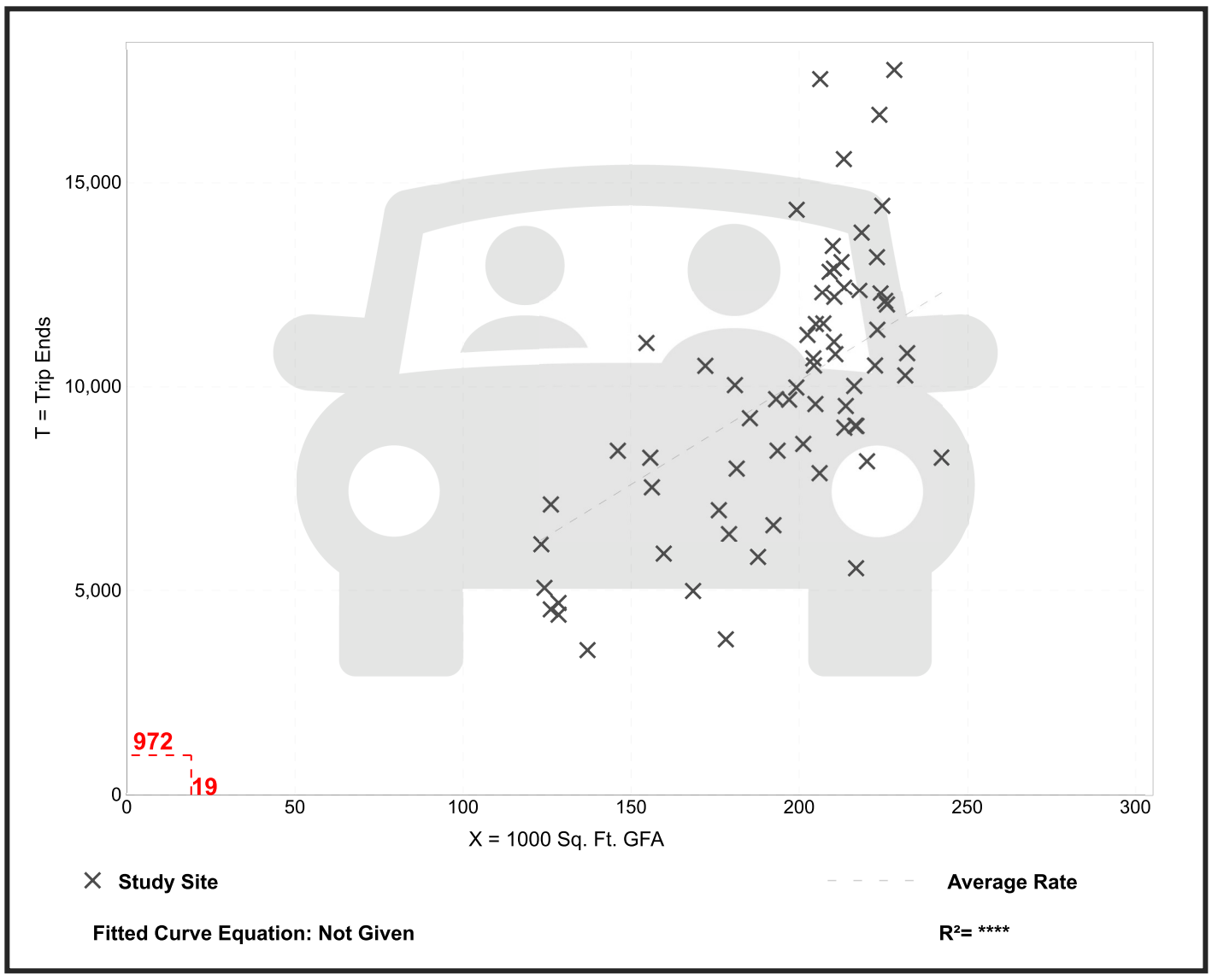
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 67
Avg. 1000 Sq. Ft. GFA: 195
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
50.70	21.39 - 85.01	12.83

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= **

Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Free-Standing Discount Superstore
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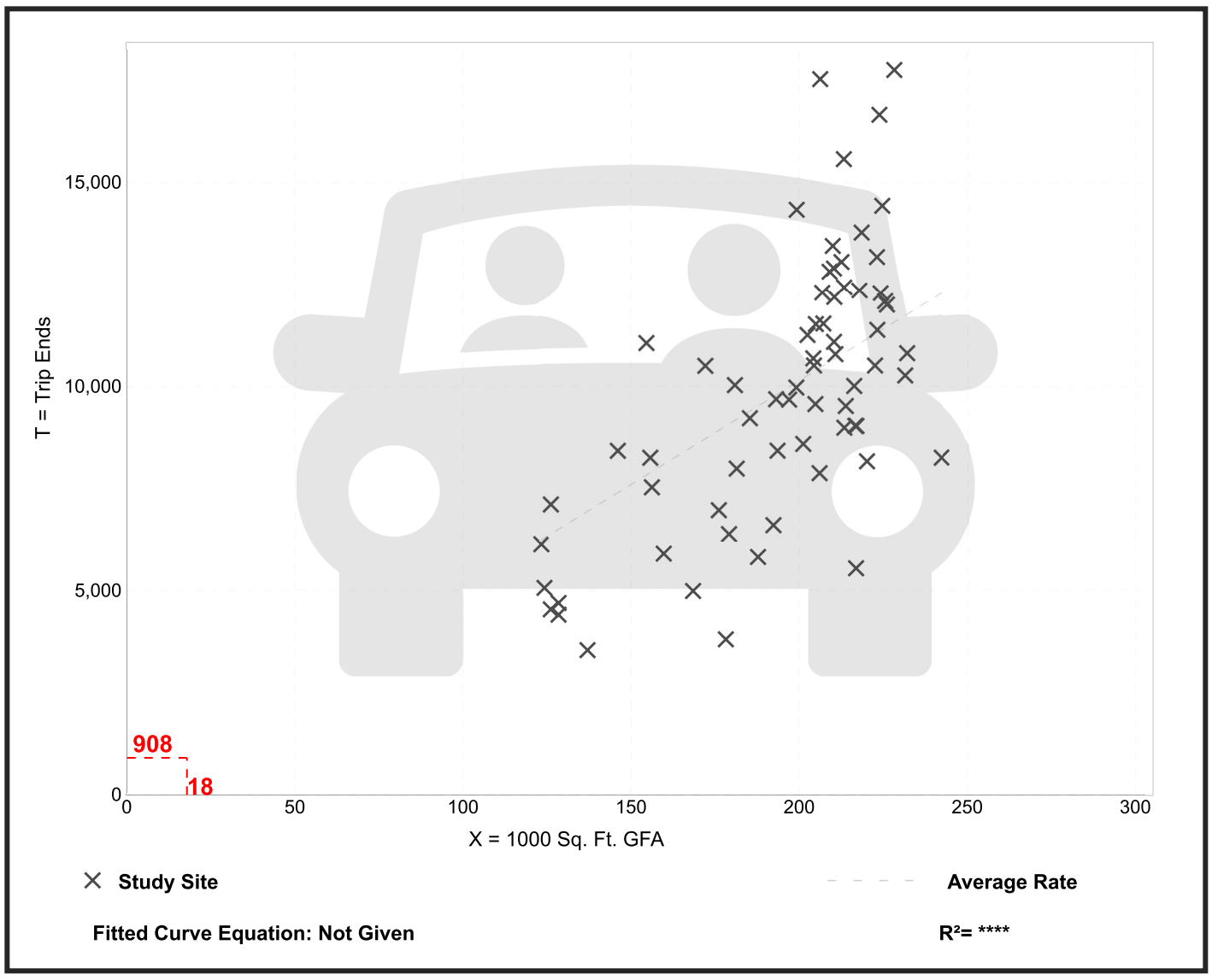


Fitted Curve Equation: Not Given

R^2= ****

Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

General Office Building
(710)

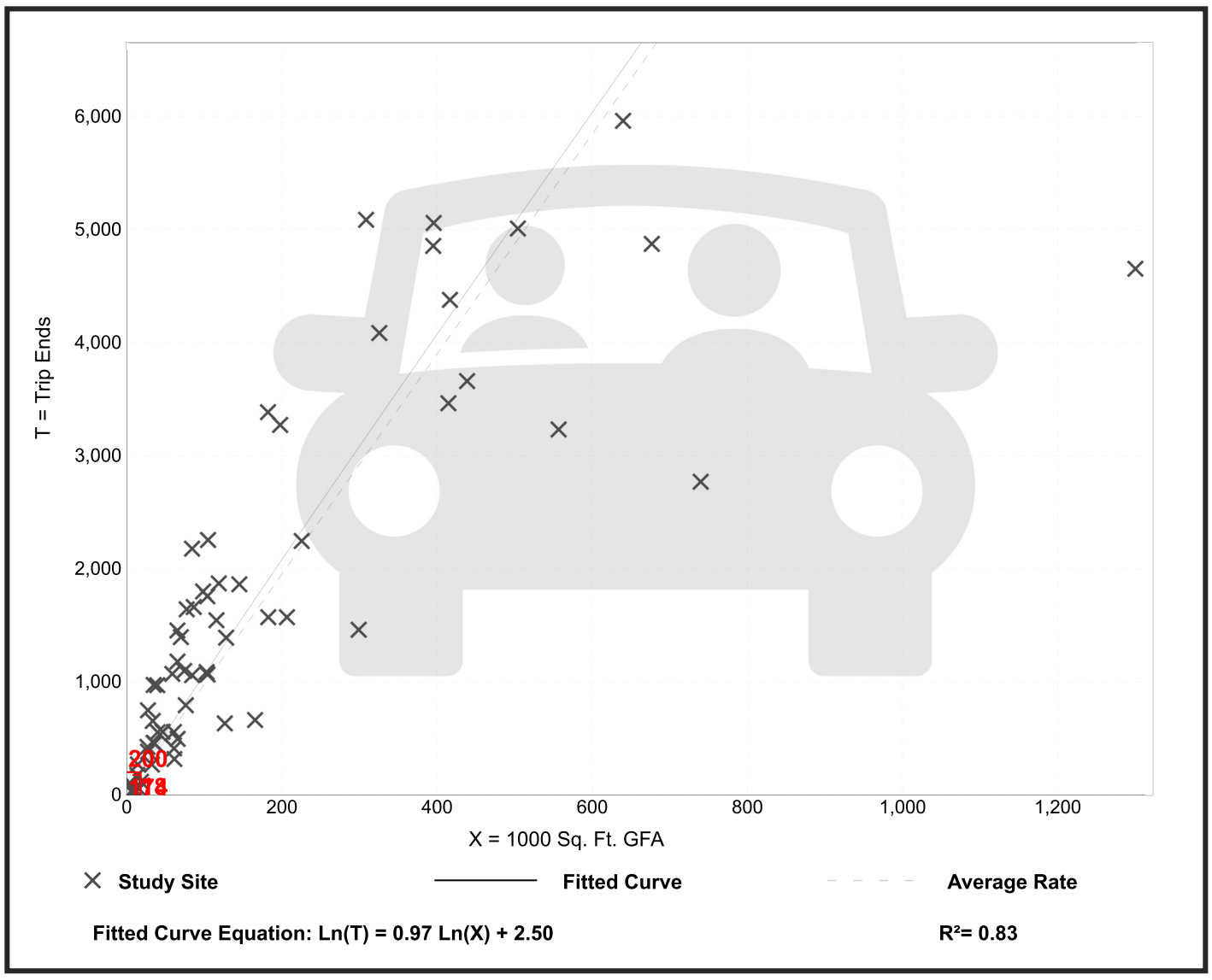
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 66
Avg. 1000 Sq. Ft. GFA: 171
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.74	2.71 - 27.56	5.15

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.97 Ln(X) + 2.50 **R^2= 0.83**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

General Office Building
(710)

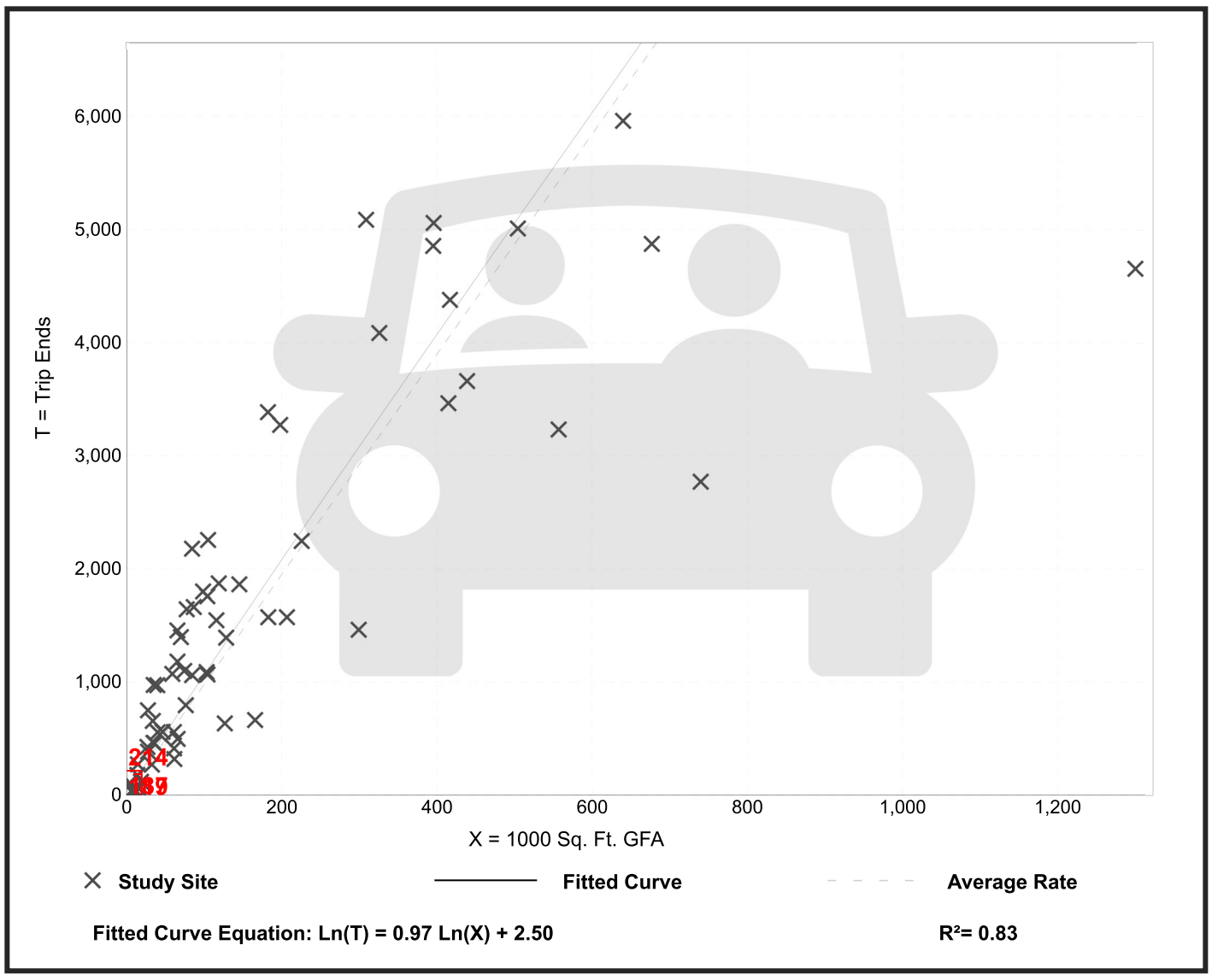
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 66
Avg. 1000 Sq. Ft. GFA: 171
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.74	2.71 - 27.56	5.15

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.97 Ln(X) + 2.50

R^2= 0.83

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Medical-Dental Office Building
(720)

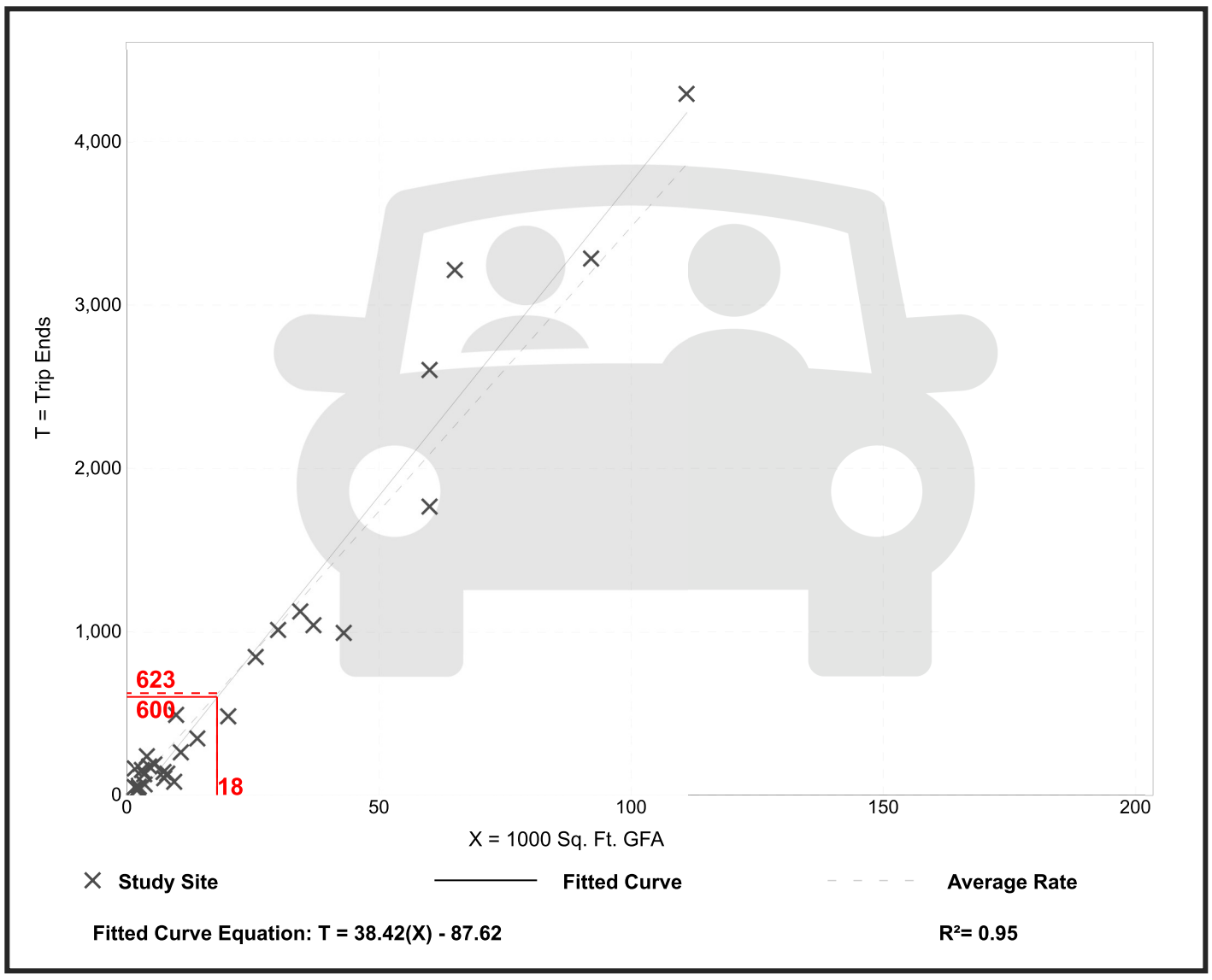
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 28
Avg. 1000 Sq. Ft. GFA: 24
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
34.80	9.14 - 100.75	9.79

Data Plot and Equation



Fitted Curve Equation: T = 38.42(X) - 87.62

R^2= 0.95

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Medical-Dental Office Building
(720)

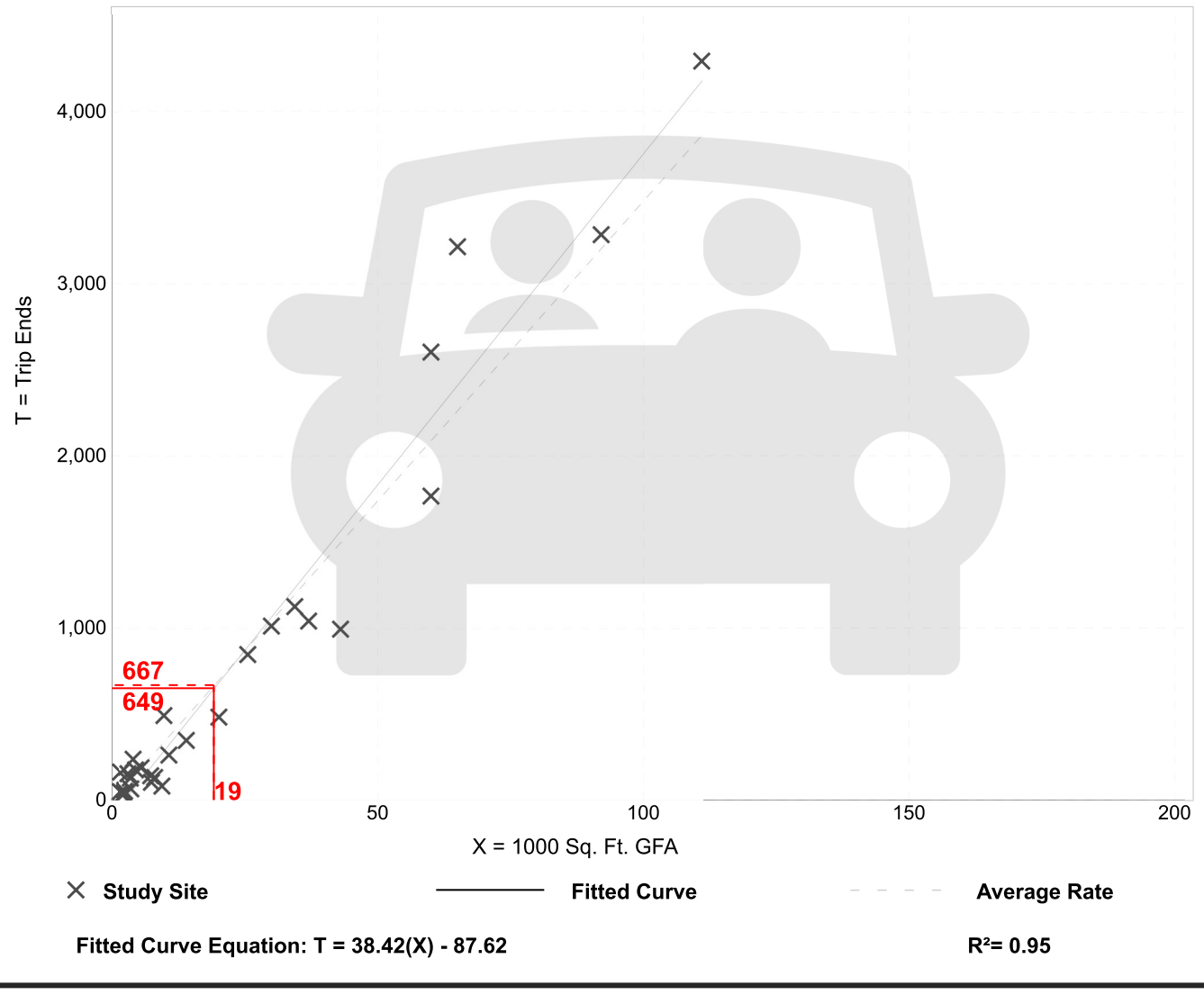
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 28
Avg. 1000 Sq. Ft. GFA: 24
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
34.80	9.14 - 100.75	9.79

Data Plot and Equation



Fitted Curve Equation: T = 38.42(X) - 87.62

R^2= 0.95

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Multifamily Housing (Low-Rise)
(220)

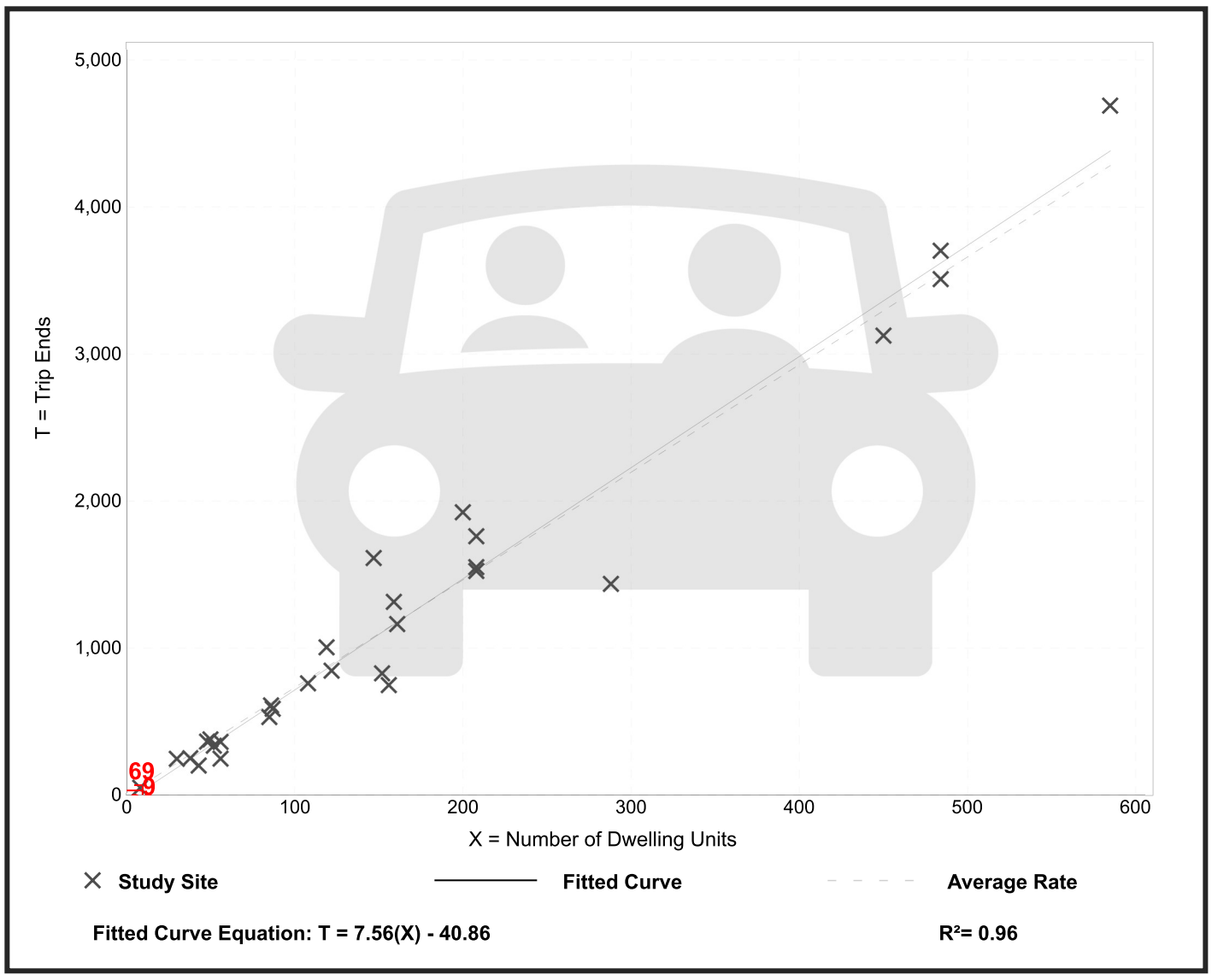
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 29
Avg. Num. of Dwelling Units: 168
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
7.32	4.45 - 10.97	1.31

Data Plot and Equation



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Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Single-Family Detached Housing
(210)

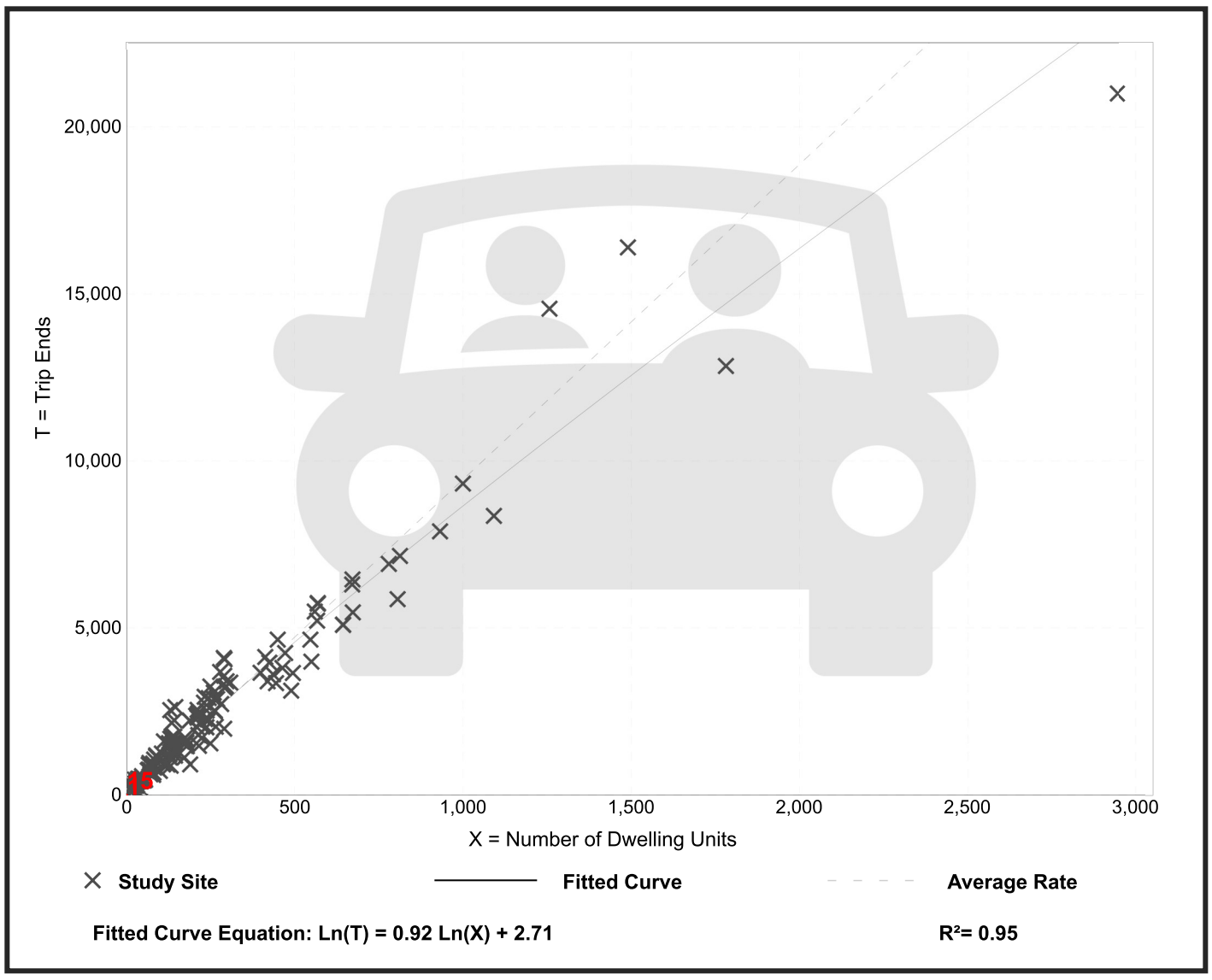
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 159
Avg. Num. of Dwelling Units: 264
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.44	4.81 - 19.39	2.10

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.92 Ln(X) + 2.71 **R^2= 0.95**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Warehousing
(150)

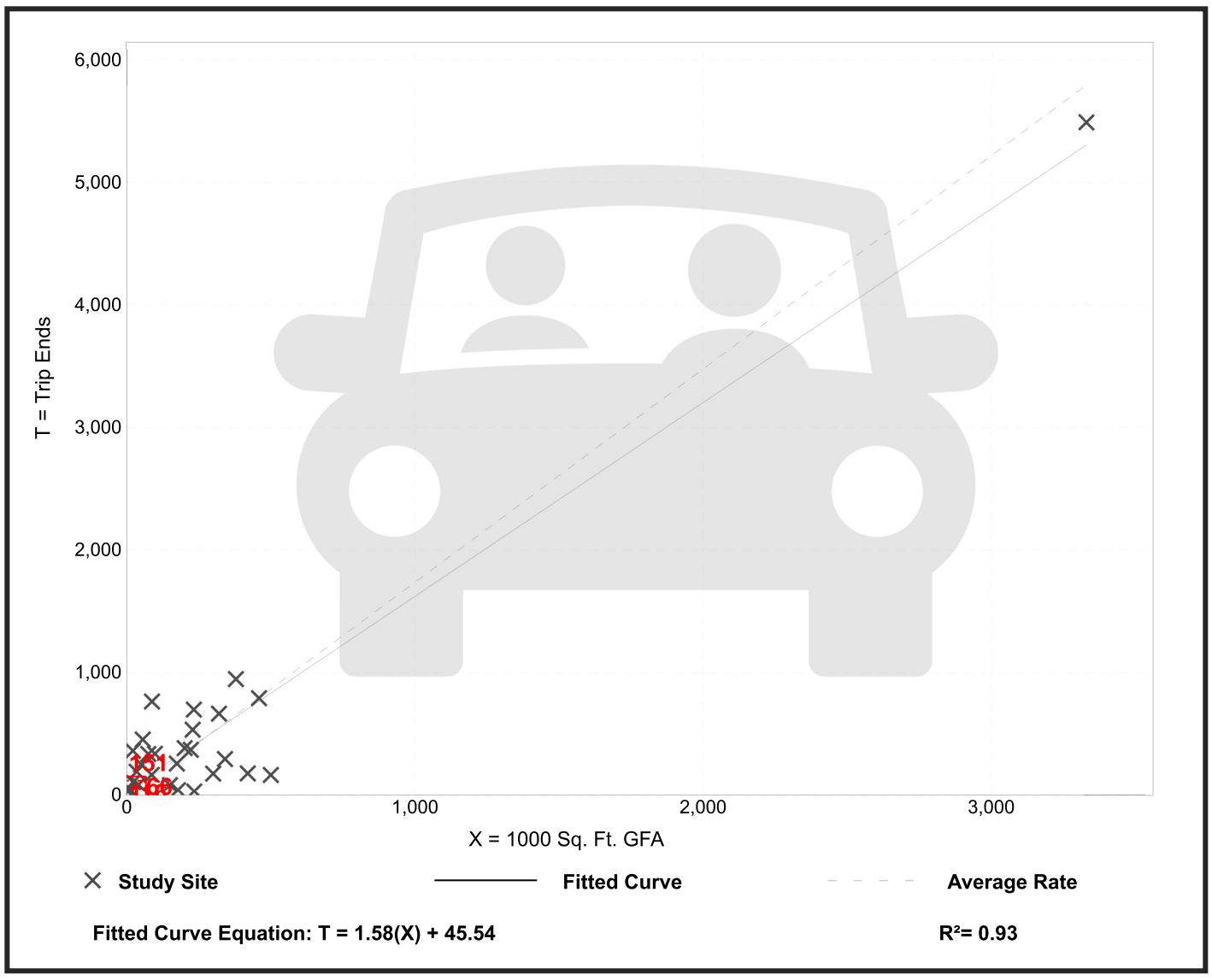
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 29
Avg. 1000 Sq. Ft. GFA: 285
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.74	0.15 - 16.93	1.55

Data Plot and Equation



Fitted Curve Equation: T = 1.58(X) + 45.54

R^2= 0.93

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Warehousing
(150)

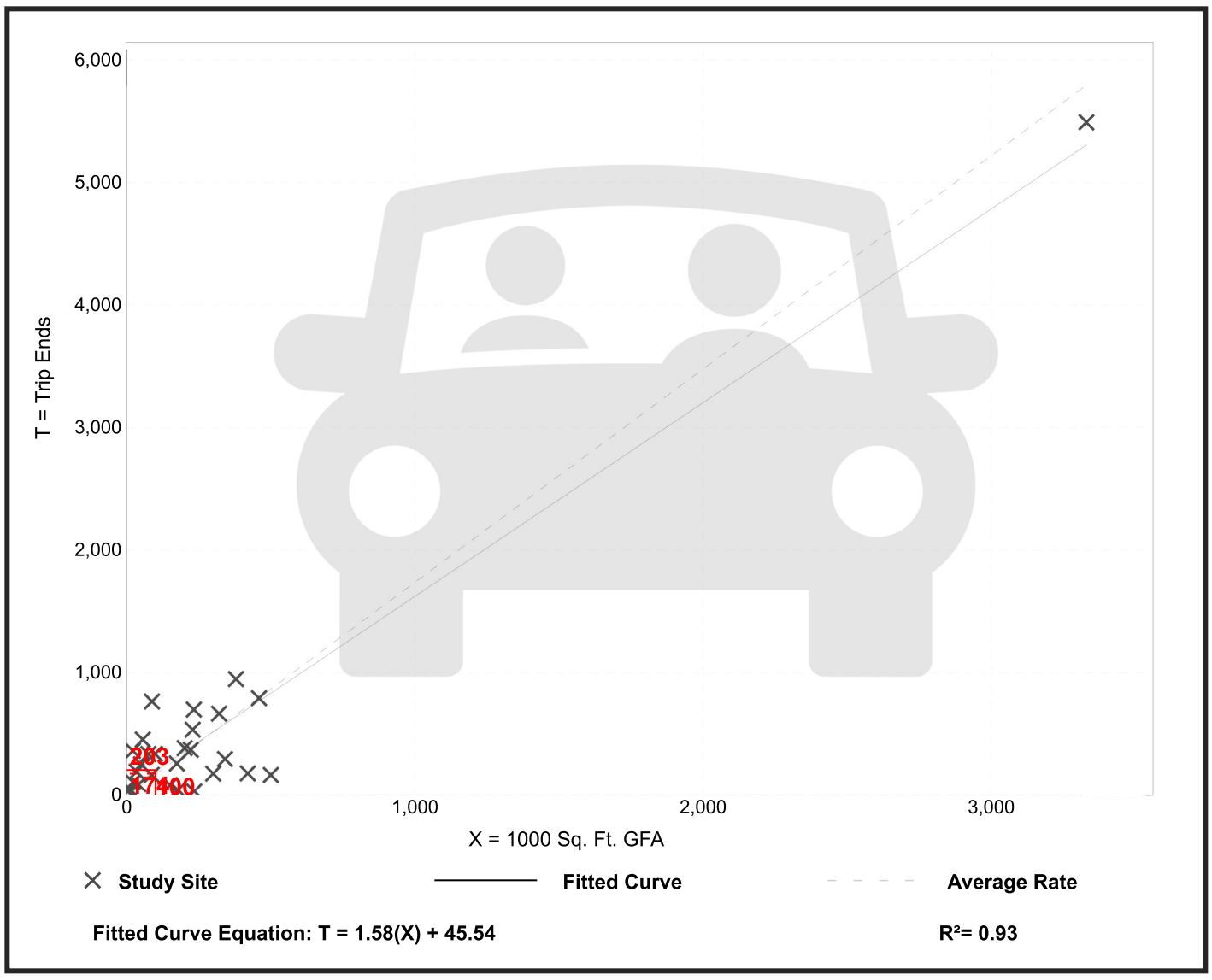
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 29
Avg. 1000 Sq. Ft. GFA: 285
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.74	0.15 - 16.93	1.55

Data Plot and Equation



Fitted Curve Equation: T = 1.58(X) + 45.54

R^2= 0.93

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **January 11, 2022**
FROM: **Brian Walker**
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Adding Text Allowing Specific Parcels Identified as 4242-04-28-0171 Aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 and 4242-38-01-0010 Aka 504 Flomich Street, to be Developed as a Recreational Vehicle Park, by Virtue of a Large Scale Comprehensive Plan Text Amendment; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2022-O-3046**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION

Comprehensive Plan Major Amendment (Text Amendment) - Consider a text amendment to the City's comprehensive plan to allow a recreational vehicle park to be located on certain specific parcels having the Wholesale Commercial and Industrial and Low Density Residential future land uses. The parcels are generally located on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue and are specifically identified by the Property Appraiser's Office as parcels 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 and 4242-38-01-0010 aka 504 Flomich. (Mark Karet of Zev Cohen & Associates, Inc. - Applicant)

BACKGROUND

The City has been experiencing positive growth in the field of recreational facilities and special events. Pictona is an example of a large recreational facility recently completed in the City. It is one of the largest dedicated Pickleball facilities in the State. With a second phase to the facility in process, there will be increased activity in the way of monthly and overnight tournaments. The facility already hosts tournaments that cover several days involving hundreds of participants, and that bring people from outside of the area - many of whom arrive in recreational vehicles.

The City also hosts special events such as an annual overnight art show that brings artist from outside of the area, and who travel in recreational vehicles that accommodate their artwork and equipment.

The overnight stays that occur because of increased recreational tournament activity and special events, have generated the need for a local venue that can accommodate recreational vehicles for

several days. The City does not have such a venue and many attendees to events spanning several days find accommodations in nearby cities, instead of the City of Holly Hill.

While the City desires to have such a venue, it does not have a land use that allows recreational vehicle parks. It is not the City's desire to amend one of the current land uses to allow such parks, nor is it the City's desire to create a new land use for this purpose.

In order to address the need for a location that could serve as a recreational vehicle park, the City has encouraged the efforts of an applicant who has sought to identify a specific area and specific parcels that could be used for such a purpose. Working with the engineering firm Zev Cohen and Associates, Inc., the applicant has come to the conclusion that the parcels outlined in **Exhibit A**, are well suited for such a park. The site has been analyzed in terms of facility impacts, impacts to the adjacent neighborhood, its ability to further the goals of the comprehensive plan, and its ability to meet all requirements of the Volusia County Health Department.

The entire site consist of 4 parcels. According to the Property Appraiser's Office, the acreages are as follows: 19.23, 1.38, .92 and 2.07 for a total of 23.6 acres. The largest parcel containing 19.23 acres has a future land use of wholesale commercial and industrial. The remaining 4.37 acres have a future land use of low density residential.

The underlying future land uses are not being changed. The City is seeking a specific text amendment to the comprehensive plan that will permit the use of a recreational vehicle park as defined in Chapter 513 Florida Statutes (**see sheet labeled Definitions**) on the specific parcels identified. If an applicant seeks to develop the site as a recreational vehicle park, the site will be required to be rezoned via the planned development process in order to guarantee that specific performance measures such as adequate buffering from the adjacent neighborhood and railroad are carried out.

PROPOSED TEXT TO BE ADDED

Policy 5.3.4 - In order to provide parking and amenities for City and private events, tournaments, and other activities that generate economic benefit to the City, development of a recreational vehicle park area with amenities shall be permitted on parcel 4242-04-28-0171 having a future land use of Wholesale Commercial and Industrial, and parcels 4242-38-02-0080 and 4242-38-02-0010 and 4242-38-01-0010 having a future land use of Low Density Single Family Residential. The development area shall be a minimum of 20 acres in size and development shall be limited to an F.A.R. of .35 and a maximum of 150 recreational vehicle sites. The development of the recreational vehicle park shall be reviewed and approved though the Planned Development rezone process.

PROJECT INFORMATION

Size of Property: The property is made up of 4 parcels with a total area of about 24 acres.

General Location: The parcels are generally located on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue (Exhibit A)

Boundary Survey and Legal Description: (Exhibit B)

Parcel Identification Numbers: 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich. (Exhibit C)

Frontage: The property has approximately 1170 feet of frontage along Flomich Street.

Access: Vehicular access will be provided via Flomich Street.

Aerial Photography: (Exhibit D)

Existing Development: The property known as 4242-04-28-0171 (490 Flomich Street) currently contains a warehouse type structure that is approximately 1280 square feet in size.

Future Land Use Designation: The current FLU designation of the property known as 4242-04-28-0171 (490 Flomich Street) is Wholesale Commercial and Industrial. The FLU designation of 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich is Low Density Residential. (Exhibit E)

Zoning: The current zonings on the property known as 4242-04-28-0171 (490 Flomich Street) are B-5, R-2, I-2 and CC-1. The zoning on parcels 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich, is R-2. (Exhibit F)

Floodplain Impacts: Based on the 2017 FIRM Panel 12127C0218K with an effective date of 9/29/2017, there are floodplains on the subject property. (Exhibit G)

Wetland Impacts: Based on wetland map analysis provided by the applicant, there are wetlands on the subject property as well as a canal. (Exhibit H)

Buffers: Landscaped buffers along property lines will be required upon development.

Environmental: Prior to development the applicant will be required identify known plants and animals which inhabit the site that are listed as federal and state endangered species, threatened species, or species of special concern such as Gopher Tortoise.

SITE ANALYSIS

Although there is no request to change the future land use, the proposed amendment has been analyzed in terms of the infrastructure impacts under the current land use and those impacts that would occur if developed as a recreational vehicle park. The development of the subject property as an RV Park will result in a reduction in facility demands vs. the existing entitlements as shown in the attached analysis labeled **Exhibit I.**

CONSISTENCY WITH URBAN SPRAWL RULE

Section 163.3177(6)(a)(9)(b), Florida Statutes, provides that plan amendments shall be determined to discourage the proliferation of urban sprawl. In general terms and as directed by Florida Statutes and rules of the Florida Administrative Code, key urban sprawl indicators are leapfrog development, premature development, and development that does not make efficient use of urban services. Local governments are responsible for ensuring that their actions do not further urban sprawl.

This amendment generally promotes efficiency in the use of urban services.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed text amendment is consistent with the overall comprehensive plan. The proposed request is consistent with the comprehensive plan with particular note of the following:

Chapter 1 - Future Land Use Element

- Policy 1.1.2 - The Future Land Use Element sets a maximum development intensity for the wholesale commercial and industrial future land use, at an F.A.R. of 1.95 and 150 spaces

  The text amendment will restrict the development of a recreational vehicle park to an F.A.R. of .35. This is well below the maximum permitted were the property to be developed with an industrial use.

- Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan.
  Any proposed recreational vehicle park will be required to be consistent with the comprehensive plan and demonstrate that there will be no decline to any established levels of service.

- Policy 1.9.1 - The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

  This amendment promotes infill development for this location.

- Policy 5.1.2. - The City shall continually work to expand the Holly Hill non-residential tax base and other revenue sources.

  The proposed amendment which would allow a recreational vehicle park is consistent with this policy.

- Policy 5.3.3 - The City shall regularly evaluate the demand for land designated for economic activity, and the availability and location of land suited for economic development activities, and opportunities for revitalization and reuse.

  There is currently a demand for a recreational vehicle park that would directly support the economic activity associated with our growing recreational activities and special events.

Staff finds that the proposed text amendment is consistent with the City's Comprehensive Plan. The text amendment supports economic development and the recreational vehicle park that such an amendment would permit, will have less impacts than an industrial use built out to the maximum capacity permitted under the existing land uses.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its regular meeting on December 6, 2021, four members of the Board of Planning and Appeals voted to recommend transmittal of the proposed Ordinance to the Department of Economic Opportunity and related review agencies. Board member Robin Hanger, abstained.

STAFF RECOMMENDATION

Staff recommends adoption the proposed Ordinance for a text amendment to the City's comprehensive plan to allow an recreational vehicle park on certain specific parcels identified by the Property Appraiser's Office as parcels 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich Street, having the Wholesale Commercial and Industrial and Low Density Residential future land uses, and request approval to transmit said proposed Ordinance to the Department of Economic Opportunity and related review agencies.

ATTACHMENTS:

- 00 21205 CPA Application (PDF)
- 03 1532_Bndry Svy (10-20-21)_S&S (PDF)
- Exhibit A - Location Map (PDF)
- Exhibit B - Boundary & Legal Description (PDF)
- Exhibit C - Property Appraiser's Info Sheets (PDF)
- Exhibit D - Aerial Map (PDF)
- Exhibit E - Future Land Use Map (PDF)
- Exhibit F - Zoning Map (PDF)
- Exhibit G - Flood Map (PDF)
- Exhibit H - Wetlands and Surface Waters Map (PDF)
- EXHIBIT I - Facility Demand Analysis (PDF)
- Definitions (PDF)

Ordinance No. 2022-3046

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY ADDING TEXT ALLOWING SPECIFIC PARCELS IDENTIFIED AS 4242-04-28-0171 AKA 490 FLOMICH STREET, 4242-38-02-0080, 4242-38-02-0010 AND 4242-38-01-0010 AKA 504 FLOMICH STREET, TO BE DEVELOPED AS A RECREATIONAL VEHICLE PARK, BY VIRTUE OF A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY ADDING TEXT ALLOWING SPECIFIC PARCELS IDENTIFIED AS 4242-04-28-0171 AKA 490 FLOMICH STREET, 4242-38-02-0080, 4242-38-02-0010 AND 4242-38-01-0010 AKA 504 FLOMICH STREET, TO BE DEVELOPED AS A RECREATIONAL VEHICLE PARK, BY VIRTUE OF A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3167, Florida Statutes, requires the City of Holly Hill to maintain a comprehensive plan to guide its future development and growth; and

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

WHEREAS, the City Commission has reviewed the plan and determined that it is necessary to amend said plan by adopting text to permit specific parcels to be developed as a recreational vehicle park in order to more effectively implement its adopted comprehensive plan.

WHEREAS, the development of a recreational vehicle park on stated parcels, shall be

governed by a written development agreement approved by the City Commission as part of the Planned Development rezone process.

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

SECTION 1. The City's Comprehensive Plan is hereby amended by adding text creating Policy 5.3.3, to read as follows (underline indicates added text):

Policy 5.3.4 - In order to provide parking and amenities for City and private events, tournaments, and other activities that generate economic benefit to the City, development of a recreational vehicle park area with amenities shall be permitted on parcel 4242-04-28-0171 having a future land use of Wholesale Commercial and Industrial, and parcels 4242-38-02-0080 and 4242-38-02-0010 and 4242-38-01-0010 having a future land use of Low Density Single Family Residential. The development area shall be a minimum of 20 acres in size and development shall be limited to an F.A.R. of .35 and a maximum of 150 recreational vehicle sites. The development of the recreational vehicle park shall be reviewed and approved though the Planned Development rezone process.

SECTION 2. It is hereby found that the proposed amendments meet the requirements of Ch. 163, Florida Statutes.

SECTION 3. Within 10 working days after the adoption of this ordinance , the City Manager shall submit a transmittal letter to the Department of Economic Opportunity and any other agency that provided timely comments, with information and attachments, in accordance with §163.3184(3)(c)2, Florida Statutes.

SECTION 4. The effective date of this plan amendment shall be in accordance with §163.3184(3) (c) 4, Florida Statutes, and Volusia Growth Management Commission's issuance of a Certificate of Consistency.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective.

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

REZONE/ FUTURE LAND USE AMENDMENT

Date Received:_____ Application ID:_____ Submitted By:_____

PROJECT INFORMATION:

PROJECT NAME: Holly Hill RV Park
PARCEL ID #(S): 424238010010, 424238020010, 424238020080, 424204280171
LOCATION: North side of Flomich between Mobile Ave and Railroad Tracks
EXISTING USE(S): Vacant/No Active Use
PROPOSED USE(S): Recreations Vehicle Park
TOTAL ACREAGE: 25 Acres
WATER PROVIDER: Holly Hill SEWER PROVIDER: Holly Hill
PRIVATE WELL N/A PRIVATE SEPTIC _____
CURRENT ZONING: I-1, CC-1, B-5, and R-2 PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: WC & I, Low Density SFR PROPOSED FUTURE LAND USE: _____

APPLICANT INFORMATION:

Name: Mark Karet E-Mail: mkaret@zevcohen.com
Address: 300 Interchange Blvd., Ormond Beach FL 32174 Phone: 386-677-2482
Company: Zev Cohen & Associates, Inc. Fax: _____

☐ Owner ☒ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: Kay Shepard ET AL E-Mail: _____
Address: 1111 Limerick Drive, Watkinsville, GA 30677 Phone: _____
Fax: _____

CONSULTANT INFORMATION:

Name: Mark Karet E-Mail: mkaret@zevcohen.com
Address: 300 Interchange Blvd., Ormond Beach FL 32174 Phone: 386-677-2482
Company: Zev Cohen & Associates, Inc. Fax: _____

Attachment: 00 21205 CPA Application (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

___X.___ APPLICANT _____ OWNER _____ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

☒ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) $3,000.00
☐ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) $2,000.00

REZONE (NON-PD)

☐ STRAIGHT REZONE / LDR TEXT AMENDMENT $1,200

REZONE (PD)

☐ PD REZONE $2,000
☐ PD AMENDMENT $1,250 (This does not mean changes in items such as uses or density but means minor changes in items such as layout and landscaping.)

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

☐ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9492.
☒ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
☒ APPLICATION AND FEE
☐ PROOF THAT TAXES ARE CURRENT
☒ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
☒ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
☒ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
☒ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
☐ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)

Attachment: 00 21205 CPA Application (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

- ☐ SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)*
- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER)*
- ☐ PRELIMINARY DEVELOPMENT PLAN (*PD REZONE ONLY - SEE CODE SEC. 114-771*)
- ☐ **REZONES ONLY**: ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- ☒ **COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
  - Potable Water
  - Sanitary Sewer
  - Stormwater
  - Transportation (Use current year ITE Trip Generation Rates)
  - Solid Waste Collection
  - School (Residential Only)

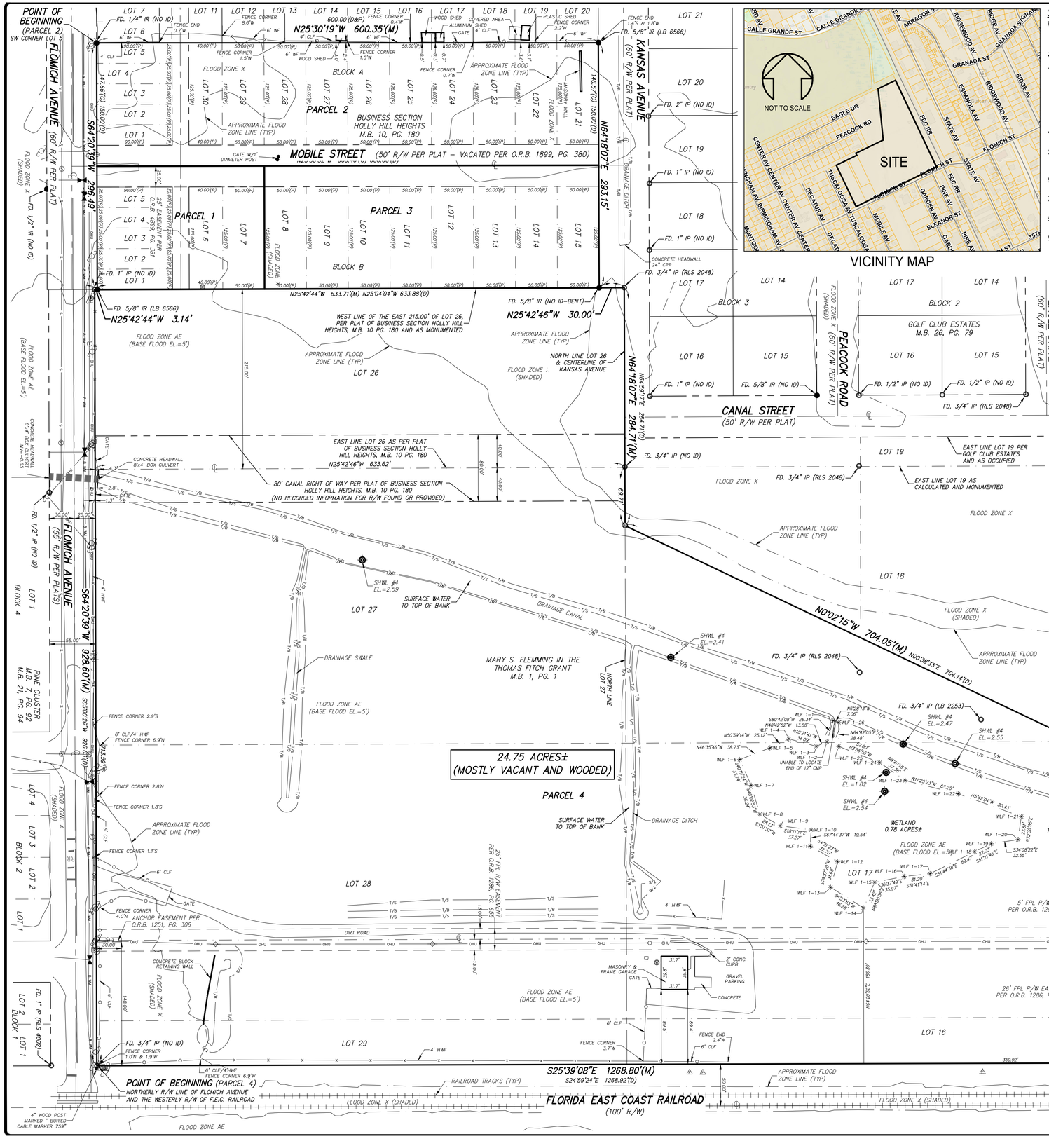
  Also show the net increases.
- ☒ **COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Demonstration of Capacity**: Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature: _____ 11/6/21
(Signature) *(Date)*

Mark P. Ard
(Print)

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: 00 21205 CPA Application (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)



VICINITY MAP

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH A BEARING OF S64°20'39"W ALONG THE NORTHERLY RIGHT–OF–WAY LINE OF FLOMICH AVENUE.
2. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREAS OF MINIMAL; FLOOD HAZARD), ZONE "X" SHADED (0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE) AND "AE" (AREAS WITH BASE FLOOD ELEVATION) AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0218K, VOLUSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017.
4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 1049061, DATED MARCH 29, 2021.
6. THERE MAY BE ADDITIONAL MATTERS AFFECTING THIS PROPERTY THAT EXIST IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
7. NORTH–SOUTH AND EAST–WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
8. WETLAND AND SEASONAL HIGH WATER LINE POINTS SHOWN HEREON WERE FLAGGED AND PROVIDED BY BY ZEV COHEN & ASSOCIATES, INC. ON 10/12/21 AND FIELD LOCATED ON 10/20/21.
9. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.

LEGEND AND ABBREVIATIONS:

( )	PLAT/DEED
±	MORE OR LESS
AC	ACRES
C&G	CURB & GUTTER
CL	CENTER LINE
CLF	CHAIN–LINK FENCE
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
E/W	APPROXIMATE EDGE OF WATER
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP
FNC	FENCE
FD.	FOUND
HWF	HOG–WIRE FENCE
ID	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
L	ARC LENGTH
LB	LICENSED BUSINESS
M.B.	MAP BOOK
N/D	NAIL & DISK
NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
OHU	OVER–HEAD UTILITIES
P.B.	PLAT BOOK
PG(S).	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR MAPPER
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
R/W	RIGHT OF WAY
RCP	REINFORCED CONCRETE PIPE
T/B	APPROXIMATE TOP OF BANK
T/S	APPROXIMATE TOE OF SLOPE
(TYP)	TYPICAL
W	WOOD FENCE
W/	WITH
	WATER VALVE
	IRRIGATION CONTROL VALVE
	SANITARY SEWER VALVE
	AIR RELEASE VALVE
	CLEAN OUT
	GAS VALVE
	BACK FLOW PREVENTOR
	FIRE HYDRANT
	SINGLE POLE SIGN
	BOLLARD
	BREAK LINE
	FOUND 4"x4" CM (AS NOTED)
	SET N/D (LB 4335)
	FOUND N/D (AS NOTED)
	SET 5/8" IRC (LB 4335)
	FOUND IRON ROD (AS NOTED)
	FOUND IRON PIPE (AS NOTED)
	ELECTRIC PANEL
	CABLE TELEVISION RISER BOX
	ELECTRIC JUNCTION BOX
	FIBER–OPTIC JUNCTION BOX
	GAS METER
	RECLAIMED WATER METER
	TELEPHONE JUNCTION BOX
	TRAFFIC SIGNAL BOX
	WATER METER
	UTILITY VAULT
	ELECTRICAL TRANSFORMER
	WOOD UTILITY POLE
	CONCRETE UTILITY POLE
	METAL UTILITY POLE
	GUY POLE
	GUY ANCHOR
	LIGHT POLE
	CATCH BASIN/YARD DRAIN
	STORM MANHOLE
	ELECTRIC MANHOLE
	SANITARY MANHOLE
	TELEPHONE MANHOLE
	MONITORING WELL
	WELL
	FIBER–OPTIC CABLE MARKER
	GAS LINE MARKER
	POTABLE WATER LINE MARKER
	MITERED END SECTION

LEGAL DESCRIPTION:

(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1049061, DATED MARCH 29,2021)

PARCEL 1:

LOTS 1 THROUGH 7, BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE 20 FOOT ALLEY ADJOINING LOTS 1 TO 6, BLOCK AND TOGETHER WITH THE EASTERLY 1/2 OF VACATED MOBILE STREET, SAID EASTERLY 1/2 OF MOBILE STREET CONTAINED WITHIN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF AFORESAID PARCEL.

PARCEL 2:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK A, BUSINESS SECTION, HOLLY HILLS HEIGHTS, ACCORDING TO MAP THEREOF ON RECORD IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 180; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF FLOMICH AVENUE (A 60 FOOT STREET), 150 FEET, SAME BEING THE CENTER OF FORMER MOBILE STREET HERETOFORE VACATED; THENCE NORTHERLY ALONG THE CENTER OF SAID MOBILE STREET A DISTANCE OF 600 FEET TO A POINT, WHICH POINT IS 150 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 21, BLOCK A, AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 21, BLOCK A, AS EXTENDED AFORESAID, 150 FEET TO SAID NORTHWEST CORNER OF SAID LOT 21, BLOCK A, AFORESAID; THENCE SOUTHERLY A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LOTS 8 THROUGH 15, INCLUSIVE, BLOCK B, HOLLY HILL HEIGHTS, BUSINESS SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EAST 1/2 OF VACATED MOBILE STREET APPURTENANT THERETO.

PARCEL 4:

A PORTION OF LOTS 16, 17, 18, 26, 27, 28 & 29 LYING WESTERLY OF THE CENTERLINE OF A DRAINAGE CANAL, ALL BEING IN BLOCK 28, MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AS PER MAP RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT–OF–WAY LINE OF FLOMICH AVENUE, A 50 FOOT RIGHT–OF–WAY AS SHOWN ON PLAT BOOK 1, PAGE 1 OF THE MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AND THE WESTERLY RIGHT–OF–WAY OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT–OF–WAY AS LAID OUT AND USED; THENCE SOUTH 65 DEGREES 00 MINUTES 26 SECONDS WEST ALONG SAID NORTHERLY RIGHT–OF–WAY OF FLOMICH AVENUE, A DISTANCE OF 928.63 FEET TO AN INTERSECTION OF SAID NORTHERLY RIGHT–OF–WAY AND EASTERLY EXTENSION OF THE EASTERLY LINE OF BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, AS SHOWN IN PLAT BOOK 10, PAGE 180 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE OF BLOCK B NORTH 25 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 633.88 FEET TO THE NORTHERLY LINE OF SAID LOT 26 AND THE CENTERLINE OF KANSAS AVENUE, A 60 FOOT RIGHT–OF–WAY AS SHOWN ON SAID MAP OF BUSINESS SECTION HOLLY HILL HEIGHTS; THENCE ALONG SAID NORTHERLY LINE OF LOTS 26 AND 27 AND ALONG THE SAID CENTERLINE OF KANSAS AVENUE, AS ALSO SHOWN ON PLAT BOOK 26, PAGE 79, GOLF CLUB ESTATES, A RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4, HOLLY HILL HEIGHTS, NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 284.71 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00 DEGREES 39 MINUTES 33 SECONDS EAST, A DISTANCE OF 704.14 FEET, TO THE SOUTHERLY RIGHT–OF–WAY OF ALABAMA AVENUE, A 50 FOOT RIGHT–OF–WAY AS SHOWN ON SAID PLAT BOOK 1, PAGE 1, MARY C. FLEMMING SUBDIVISION; THENCE NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT–OF–WAY, A DISTANCE OF 340.18 FEET, TO THE AFORESAID WESTERLY RIGHT–OF–WAY OF THE FLORIDA EAST COAST RAILROAD, THENCE SOUTH 24 DEGREES 59 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY RIGHT–OF–WAY, A DISTANCE OF 1268.92 FEET TO THE PONT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17.050–.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H. DOWST LICENSE PSM 6860 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by lee dowst
DN: c=US, o=Unaffiliated, ou=A01410C0000016D2 58D5EB5000088C4, cn=lee dowst
Date: 2021.10.21 09:22:50 -04'00'

LEE H. DOWST. P.L.S. NO. 6860
ldowst.mdaeng.com

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD
234/2–7	10/20/21	LAT	ADDED DRAINAGE SWALES AND WETLAND LINES.	LHD

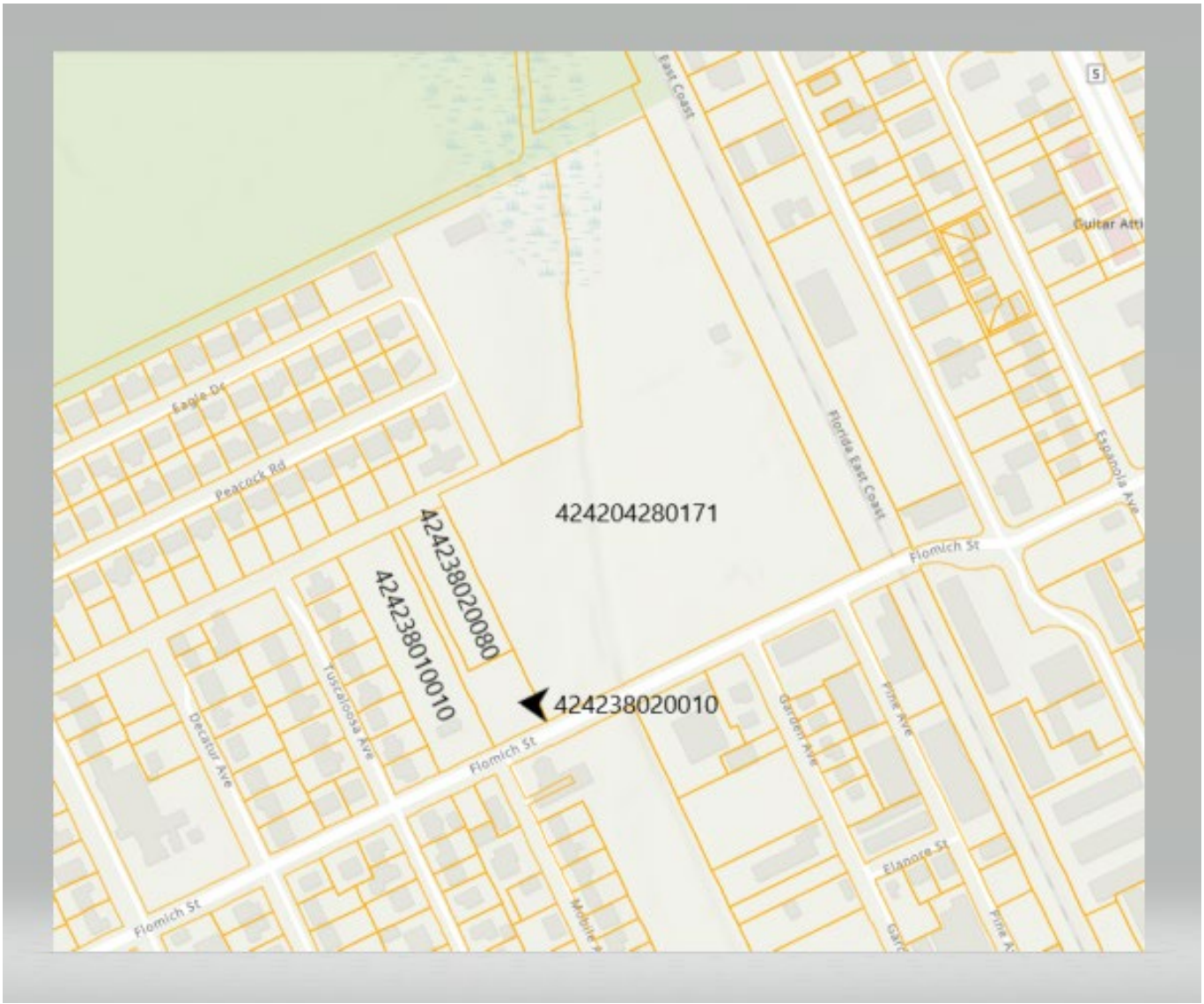
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386–258–7999

BOUNDARY & WETLAND LINE SURVEY			PROJECT # 1532
DRAWN BY: LAT	DRAW DATE: 10/20/21	CHECKED BY: LHD	SCALE: 1" = 60'
CREW: SC,JB,BT	FIELD DATE: 10/20/21	F.B./PG.: 232/31–55;234/2–7	FILE NAME: 1532_surbase.dwg
			SHEET 1 OF 1

Drawing name: V:\1532\1532 Bishops Gate\y_Survey\Civil 3D\1532_surbase.dwg Oct 21, 2021 8:59am

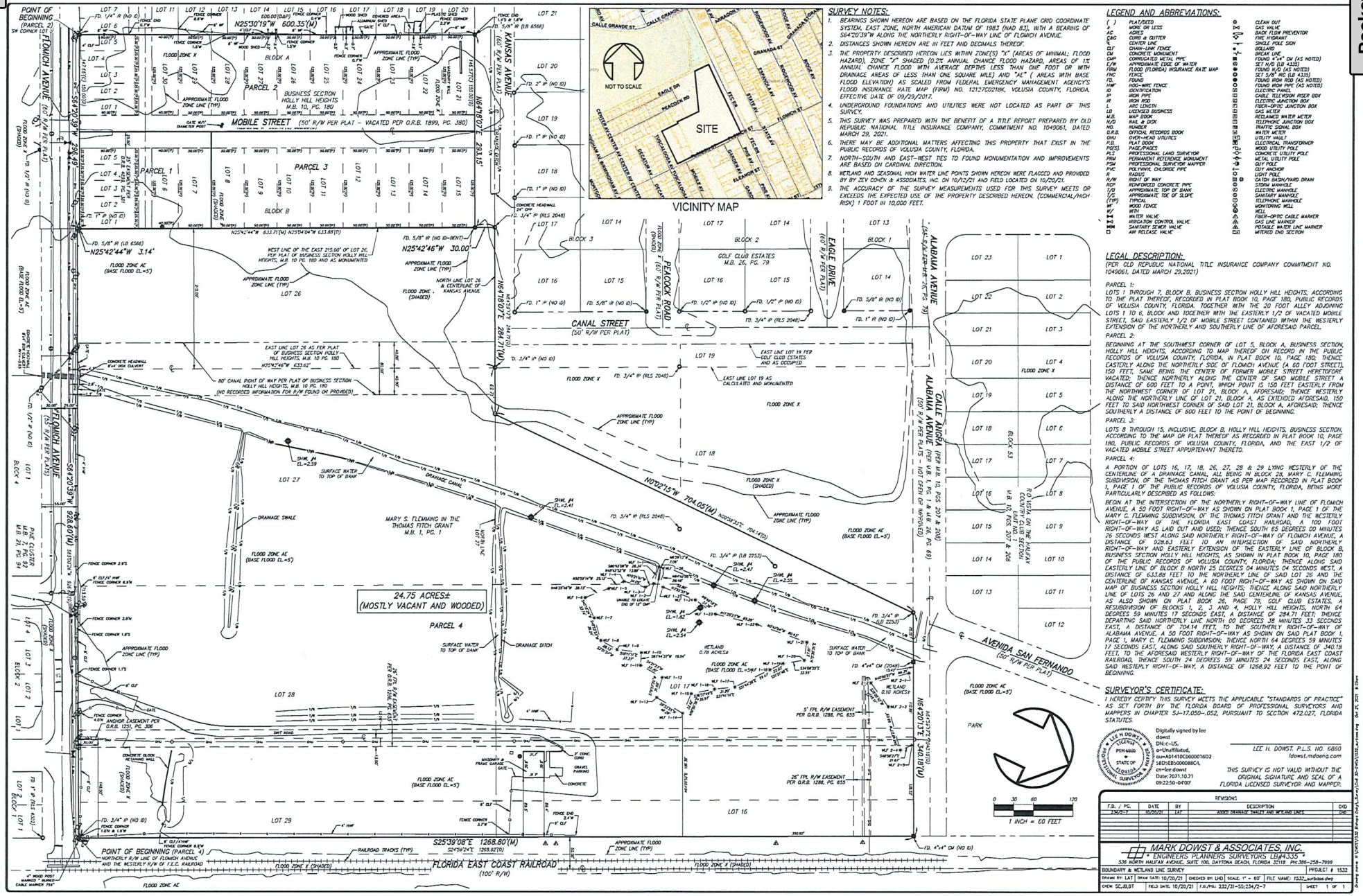
Attachment: 03 1532_Bndry Svy (10-20-21). S&S (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

EXHIBIT “A”



Location Map

Attachment: Exhibit A - Location Map (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)



SURVEY NOTES:

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LEGEND AND ABBREVIATIONS:

( )	PLAT/DEED	⊕	CLEAN OUT
±	MORE OR LESS	⊗	GAS VALVE
AC	ACRES	⊛	BACK FLOW PREVENTOR
C&G	CURB & GUTTER	⊛	FIRE HYDRANT
C	CENTER LINE	⊙	SINGLE POLE SIGN
CLF	CHAIN-LINK FENCE	⊙	BOLLARD
CM	CONCRETE MONUMENT	⊙	BREAK LINE
CMP	CORRUGATED METAL PIPE	⊙	FOUND 4"x4" CM (AS NOTED)
C/W	APPROXIMATE EDGE OF WATER	⊙	SET N/D (LB 4335)
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP	⊙	FOUND N/D (AS NOTED)
FNC	FENCE	⊙	SET 5/8" IRC (LB 4335)
FD.	FOUND	⊙	FOUND IRON ROD (AS NOTED)
HWF	HOG-WIRE FENCE	⊙	FOUND IRON PIPE (AS NOTED)
ID	IDENTIFICATION	⊙	ELECTRIC PANEL
IP	IRON PIPE	⊙	CABLE TELEVISION RISER BOX
IR	IRON ROD	⊙	ELECTRIC JUNCTION BOX
L	ARC LENGTH	⊙	FIBER-OPTIC JUNCTION BOX
LB	LICENSED BUSINESS	⊙	GAS METER
M.B.	MAP BOOK	⊙	RECLAIMED WATER METER
M/D	MAIL & DROP	⊙	TELEPHONE JUNCTION BOX
NO.	NUMBER	⊙	TRAFFIC SIGNAL BOX
O.R.B.	OFFICIAL RECORDS BOOK	⊙	WATER METER
OHU	OVER-HEAD UTILITIES	⊙	UTILITY VAULT
P.B.	PLAT BOOK	⊙	ELECTRICAL TRANSFORMER
PG(S)	PAGE/PAGES	⊙	WOOD UTILITY POLE
PLS	PROFESSIONAL LAND SURVEYOR	⊙	CONCRETE UTILITY POLE
PRM	PERMANENT REFERENCE MONUMENT	⊙	METAL UTILITY POLE
PSM	PROFESSIONAL SURVEYOR MAPPER	⊙	GUY POLE
PVC	POLYVINYL CHLORIDE PIPE	⊙	GUY ANCHOR
R	RADIUS	⊙	LIGHT POLE
R/W	RIGHT OF WAY	⊙	CATCH BASIN/YARD DRAIN
RCP	REINFORCED CONCRETE PIPE	⊙	STORM MANHOLE
T/B	APPROXIMATE TOP OF BANK	⊙	ELECTRIC MANHOLE
T/C	APPROXIMATE TOE OF SLOPE	⊙	SANITARY MANHOLE
(TYP)	TYPICAL	⊙	TELEPHONE MANHOLE
WF	WOOD FENCE	⊙	MONITORING WELL
WM	WATER	⊙	WELL
WV	WATER VALVE	⊙	FIBER-OPTIC CABLE MARKER
⋈	IRRIGATION CONTROL VALVE	⊙	GAS LINE MARKER
⋈	SANITARY SEWER VALVE	⊙	POTABLE WATER LINE MARKER
⋈	AIR RELEASE VALVE	⊙	WITCHED END SECTION

LEGAL DESCRIPTION:

(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1049061, DATED MARCH 29,2021)

PARCEL 1:

LOTS 1 THROUGH 7, BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE 20 FOOT ALLEY ADJOINING LOTS 1 TO 6, BLOCK AND TOGETHER WITH THE EASTERLY 1/2 OF VACATED MOBILE STREET, SAID EASTERLY 1/2 OF MOBILE STREET CONTAINED WITHIN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF AFORESAID PARCEL.

PARCEL 2:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK A, BUSINESS SECTION, HOLLY HILL HEIGHTS, ACCORDING TO MAP THEREOF ON RECORD IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 180; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF FLOMICH AVENUE (A 50 FOOT STREET), 150 FEET, SAME BEING THE CENTER OF FORMER MOBILE STREET HERETOFORE VACATED; THENCE NORTHERLY ALONG THE CENTER OF SAID MOBILE STREET A DISTANCE OF 600 FEET TO A POINT, WHICH POINT IS 150 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 21, BLOCK A, AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 21, BLOCK A, AS EXTENDED AFORESAID, 150 FEET TO SAID NORTHWEST CORNER OF SAID LOT 21, BLOCK A, AFORESAID; THENCE SOUTHERLY A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LOTS 8 THROUGH 15, INCLUSIVE, BLOCK B, HOLLY HILL HEIGHTS, BUSINESS SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EAST 1/2 OF VACATED MOBILE STREET APPURTENANT THERETO.

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SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H. DOWST, P.L.S. NO. 6860
ldowst.mdaenq.com

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS				
F.B., PG.	DATE	BY	DESCRIPTION	CKD
232/57	10/20/21	LAT	ADDED DRAINAGE SWALE AND WETLAND LINES	LHD

MARK DOWST & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS LB#4335
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

BOUNDARY & WETLAND LINE SURVEY — PROJECT # 1532

DRAWN BY: LAT | DRAW DATE: 10/20/21 | CHECKED BY: LHD | SCALE: 1" = 60' | FILE NAME: 1532_surbase.dwg

CREW: SC,RB,BT | FIELD DATE: 10/20/21 | F.B./PG.: 232/31-55;234/2-7 | SHEET 1 OF 1

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3197739 **Parcel ID: 424238010010**
SHEPARD KAY B ET ALS **504 FLOMICH ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3197739
Parcel ID:	424238010010
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	38 - 01 - 0010
Owner(s):	SHEPARD KAY B ET ALS - - 100
Mailing Address On File:	1111 LIMERICK DR WATKINSVILLE GA 30677
Physical Address:	504 FLOMICH ST, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	2707
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

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DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3197828 **Parcel ID: 424238020010**
SHEPARD KAY ETAL **MOBILE AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3197828
Parcel ID:	424238020010
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	38 - 02 - 0010
Owner(s):	SHEPARD KAY ETAL - - 100
Mailing Address On File:	1111 LIMERICK DR WATKINSVILLE GA 30677
Physical Address:	MOBILE AVE, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	2707
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3197836 **Parcel ID: 424238020080**
SHEPARD KAY B **MOBILE AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3197836
Parcel ID:	424238020080
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	38 - 02 - 0080
Owner(s):	SHEPARD KAY B - TIC - Tenancy in Common - 33.33 BISHOP WILLIAM T - TIC - Tenancy in Common - 33.33 BISHOP G ROBERT - TIC - Tenancy in Common - 33.33
Mailing Address On File:	1741 EXPERIMENT STATION RD WATKINSVILLE GA 30677
Physical Address:	MOBILE AVE, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	2707
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 6231133 **Parcel ID: 424204280171**
FLOMICH PROPERTIES LLC **490 FLOMICH ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	6231133
Parcel ID:	424204280171
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	04 - 28 - 0171
Owner(s):	FLOMICH PROPERTIES LLC - - 100
Mailing Address On File:	1741 EXPERIMANT STATION RD WATKINSVILLE GA 30677
Physical Address:	490 FLOMICH ST, HOLLY HILL 32117
Property Use:	4800 - WAREH/DIST TERM
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	7252
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

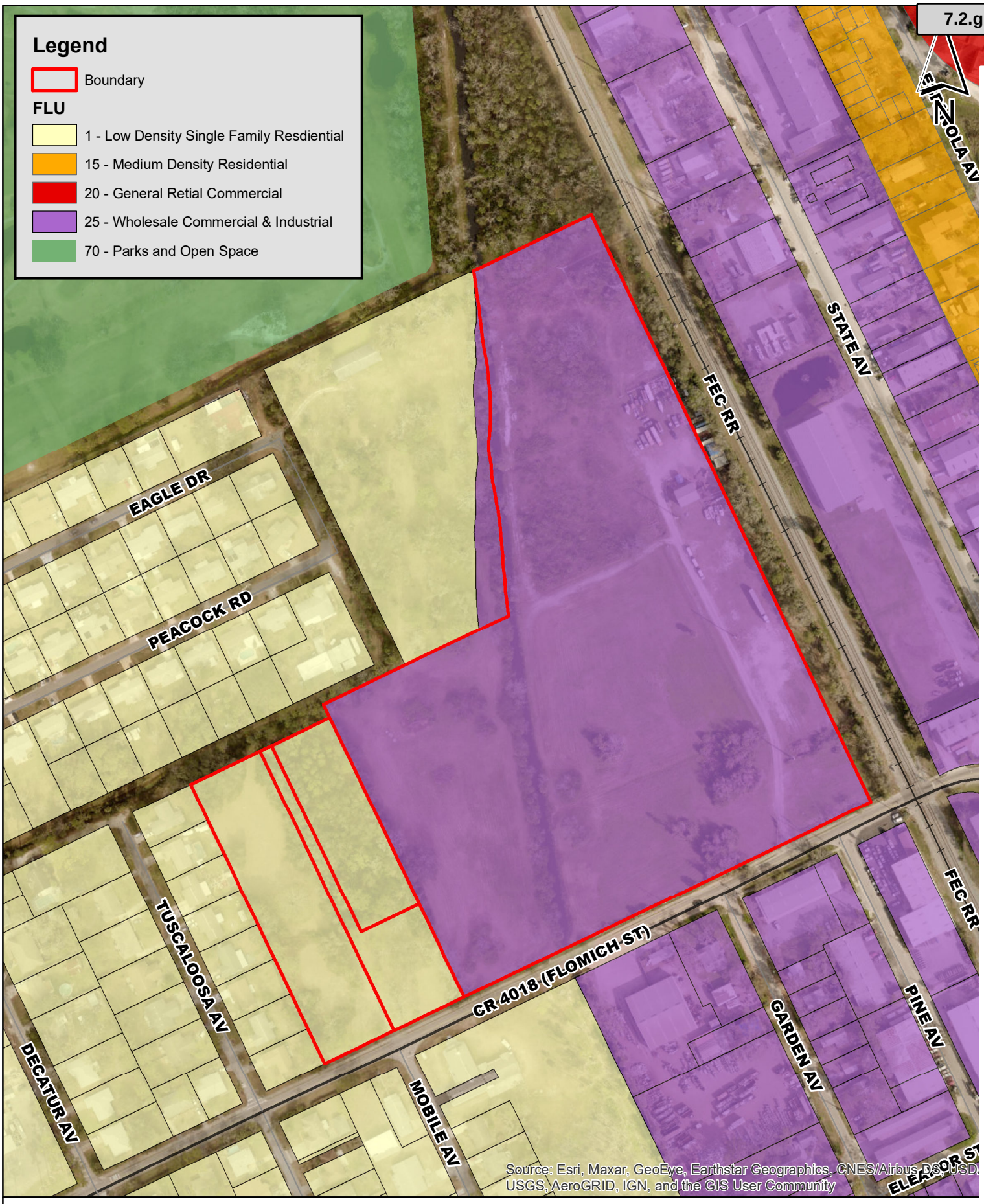
Attachment: Exhibit D - Aerial Map (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

Date Saved: 10/27/2021 Created by: jdurant
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\Aerial Map.mxd

210 105 0 210 Feet

Aerial Map
Holly Hill RV Resort
Volusia County, Florida

ZEVCOHEN & ASSOCIATES IN
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6



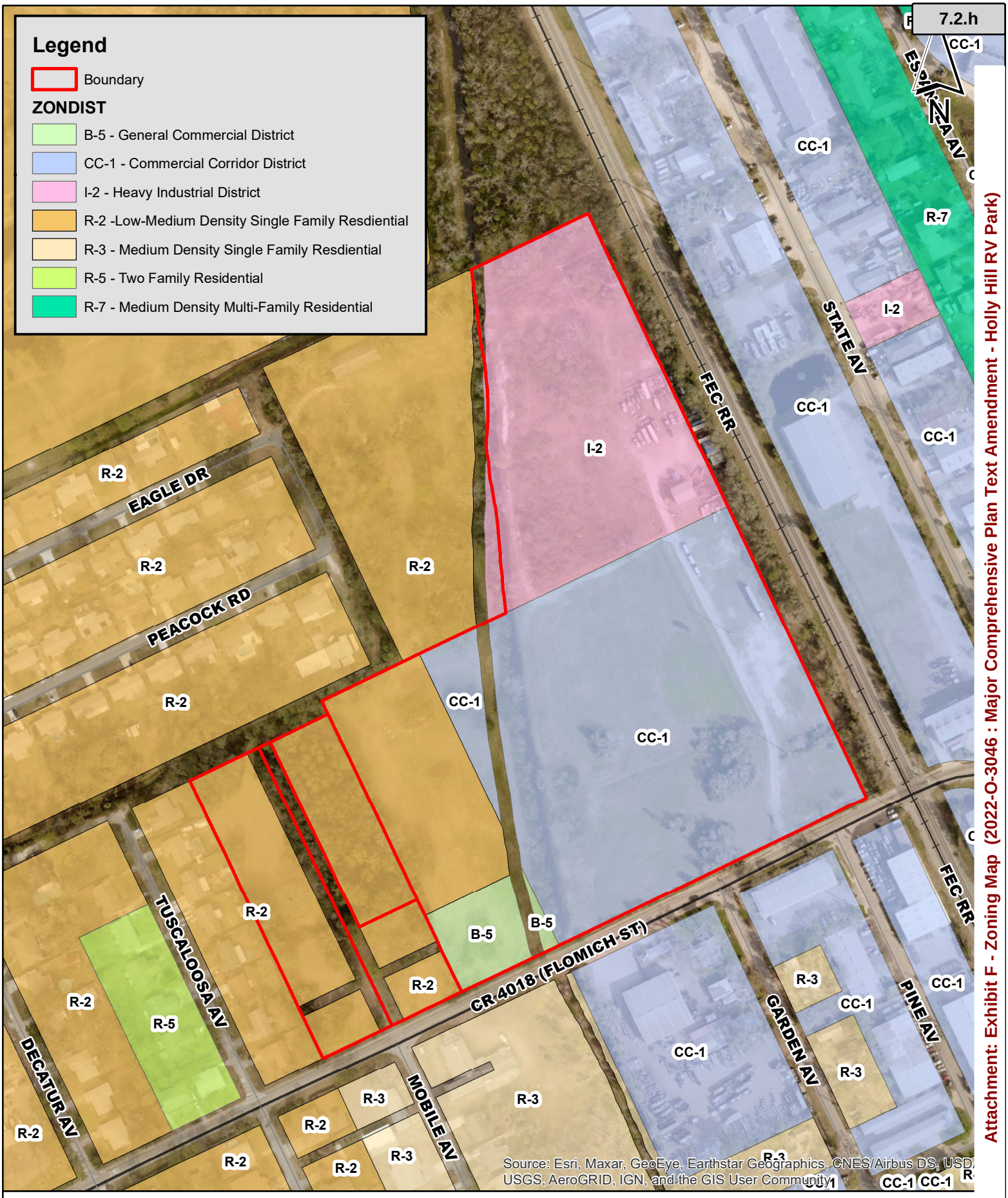
Attachment: Exhibit E - Future Land Use Map (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

Date Saved: 11/1/2021 Created by: ghayworth
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\FLU Map.mxd

240 120 0 240 Feet

Future Land Use Map
Holly Hill RV Resort
Volusia County, Florida

ZEVCOHEN & ASSOCIATES IN
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6



Attachment: Exhibit F - Zoning Map (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

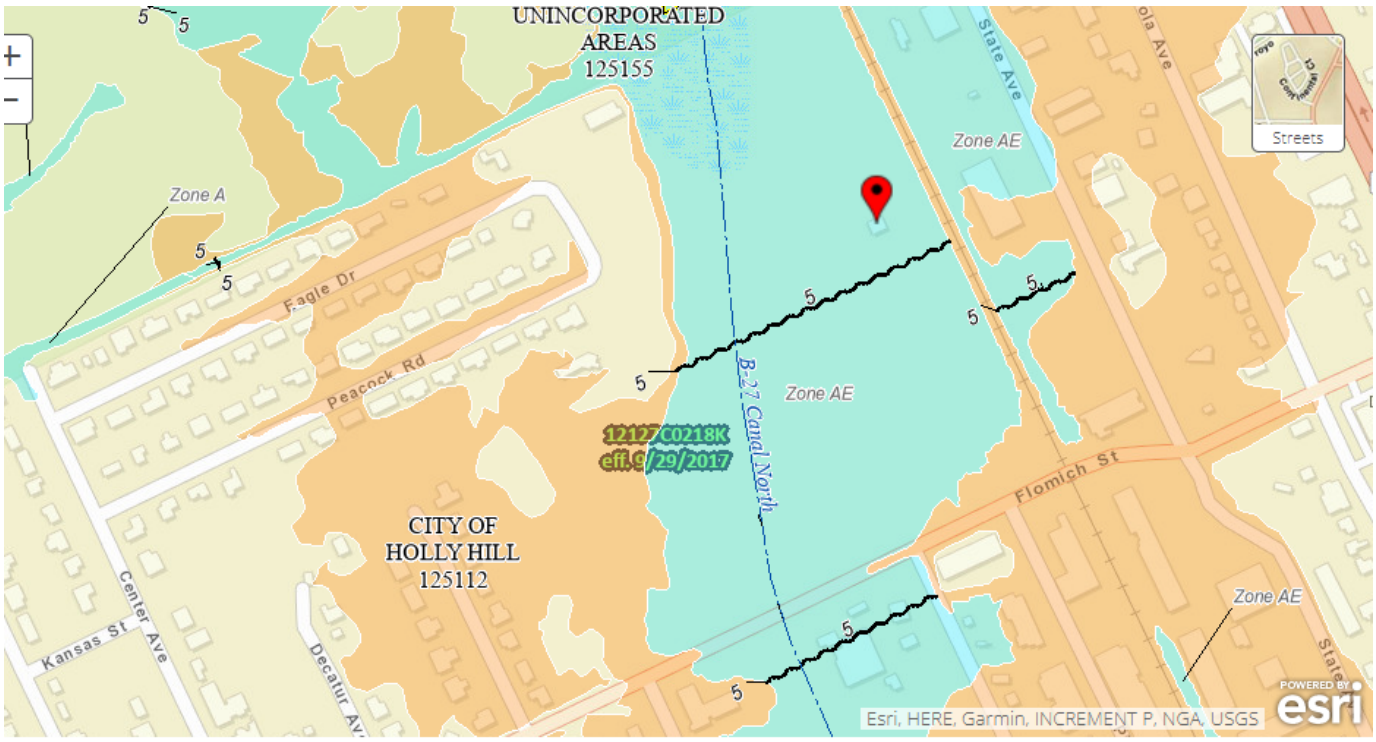
Date Saved: 11/1/2021 Created by: ghayworth
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\Zoning Map.mxd

240 120 0 240 Feet

Zoning Map
Holly Hill RV Resort
Volusia County, Florida

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6

EXHIBIT "G"



PIN
- Approximate location based on user input and does not represent an authoritative property location

MAP PANELS
- Selected FloodMap Boundary
- Digital Data Available
- No Digital Data Available
- Unmapped

OTHER AREAS
- NO SCREEN — Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D
- Otherwise Protected Area
- Coastal Barrier Resource System Area

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth
- Regulatory Floodway Zone AE, AO, AH, VE, AR

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER FEATURES
- 20.2 / 17.5 — Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

Flood Map

Attachment: Exhibit G - Flood Map (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

Attachment: Exhibit H - Wetlands and Surface Waters Map (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

Wetlands and Surface Waters Map
Holly Hill RV Resort
Volusia County, Florida

Date Saved: 10/27/2021 Created by: jdurant
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\Wetlands and Surface Waters Map.mxd

210 105 0 210 Feet

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6

Facility Demand & Capacity Analysis

Sanitary Sewer Demand Comparison					
Scenario	**Max, Development Type**	**Quantity**	**Per Capita Flow (gal/day) ****	**Average Daily Flow (gal/day)**	**Peak Daily Flow (gal/day) (Average x 3)**
Existing FLUM	Low Density Single Family Residential	24 ERU	321	7,704	23,112
	Wholesale Commercial & Industrial	1,757,450 SF	See Breakdown	141,196	423,588
			Existing Totals	148,900	446,700
Proposed FLUM Policy	RV PARK	150 SPACES	321	48,150	144,450
	PARK AMENITIES	5,000 SF	See Breakdown	1,605	4,815
			Proposed Totals	49,755	149,265
			Net GPD	-99,145	-297,435

Per Capita Breakdowns for Sewer:
Residential = 321 gal/day per ERU
Commercial/Industrial = 321 gal/day for first 2,000 SF plus 321 gal/day for every 4,000 SF over first 2,000 SF
Recreational Facilities = 321 gal/day per 1,000SF
The City's sanitary sewer capacity is 3 MGD with a monthly average daily flow of about 1.8 MGD. There is more than enough capacity to accommodate the projected 149,265 GPD peak daily flow.

Potable Water Demand Comparison					
Scenario	**Max, Development Type**	**Quantity**	**Per Capita Flow (gal/day) ****	**Average Daily Flow (gal/dry)**	**Peak Daily Flow (gal/dry) (Average x 3)**
Existing FLUM	Low Density Single Family Residential	24 ERU	268	6,432	19,296
	Wholesale Commercial & Industrial	1,757,450 SF	See Breakdown	117,883	353,649
			Existing Totals	124,315	372,945
Proposed FLUM Policy	RV PARK	150 SPACES	268	40,200	120,600
	PARK AMENITIES	5,000 SF	See Breakdown	1,340	4,020
			Proposed Totals	41,540	124,620
			Net GPD	-82,775	-248,325

Attachment: EXHIBIT I - Facility Demand Analysis (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

Facility Demand & Capacity Analysis

Per Capita Breakdowns for Water:
Residential = 268 gal/day per ERU
Commercial/Industrial = 268 gal/day for first 2,000 SF plus 268 gal/day for every 4,000 SF over first 2,000 SF
Recreational Facilities = 268 gal/day per 1,000SF

The City's potable water capacity is 2.3 MGD with a monthly average daily flow of about 1.3 MGD. There is more than enough capacity to accommodate the projected 124,620 GPD peak daily flow.

Solid Waste

The City's contracted waste hauler, Waste Pro, delivers solid waste to the Volusia County's Tomoka Farms Road Landfill. This is a 3,400-acre Class 1 landfill and it is estimated to have excess capacity for project growth in the County through 2052.

Stormwater

An on-site storm water management system will be designed as part of the site plan approval process. Per the City's and the St. Johns River Water Management District regulations, the system will designed to limit the post development rate and volume of stormwater discharge from the site to be equal to or less than the rate and volume of runoff from the undeveloped site . Therefore there will be no impact on City stormwater facilities. In addition to stormwater treatment, impacts to the floodplain's storage functions will be addressed at site plan approval through the creation compensatory storage to offset any loss of flood storage capacity.

Traffic

Traffic Demand Comparison					
Scenario	***Max, Development Type***	***Quantity***	***Percent Entering/Exiting Peak Hour***	***Peak Volume***	***Daily Total***
Existing FLUM & Policies	Low Density Single Family Residential (ITE 210)	24 DU's	63/37	24	227
	Wholesale Commercial & Industrial (ITE 110)	1,757,450 SF	88/12	12,321	8,717
			Existing Totals	12,345	8,944
Proposed FLUM & Policies	RV PARK (ITE 416)	150 SPACES	62/38	62	620
			Proposed Totals	62	620
			Net Trip Ends	-12,283	-8,324

Attachment: EXHIBIT I - Facility Demand Analysis (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

Facility Demand & Capacity Analysis

Notes:
SFR = PM Peak Hour 0.99 per DU Average Daily Trips = 9.4 per DU
Light Industrial AM Peak = .70 per 1KSF Daily = 4.96 per 1KSF
Campground/Recreational vehicle Park = PM Peak .41 per occupied site (100% Assumed) Daily calculated PM Peak x 10

Attachment: EXHIBIT I - Facility Demand Analysis (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

The 2021 Florida Statutes

CHAPTER 513
MOBILE HOME AND RECREATIONAL VEHICLE PARKS

513.01 Definitions.

(10) "Recreational vehicle" has the same meaning as provided for the term "recreational vehicle-type unit" in s. 320.01. However, the terms "temporary living quarters" and "seasonal or temporary living quarters" as used in s. 320.01, in reference to recreational vehicles placed in recreational vehicle parks, relate to the period of time the recreational vehicle is occupied as living quarters during each year and not to the period of time it is located in the recreational vehicle park. During the time the recreational vehicle is not occupied as temporary or seasonal quarters, it may be stored and tied down on the recreational vehicle site. The affixing of a recreational vehicle to the ground by way of tie-downs or other removable fasteners, and the attachment of carports, porches, screen rooms, and similar appurtenances by way of removable attaching devices, does not render the recreational vehicle a permanent part of the recreational vehicle site.

(11) "Recreational vehicle park" means a place set aside and offered by a person, for either direct or indirect remuneration of the owner, lessor, or operator of such place, for the parking, accommodation, or rental of five or more recreational vehicles or tents; and the term also includes buildings and sites set aside for group camping and similar recreational facilities. For the purposes of this chapter, the terms "campground," "camping resort," "RV resort," "travel resort," and "travel park," or any variations of these terms, are synonymous with the term "recreational vehicle park."

Attachment: Definitions (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

320.01 Definitions, general.—As used in the Florida Statutes, except as otherwise provided, the term:

(b) A recreational vehicle-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. Recreational vehicle-type units, when traveling on the public roadways of this state, must comply with the length and width provisions of s. 316.515, as that section may hereafter be amended. As defined below, the basic entities are:

1. The "travel trailer," which is a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle. It is primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 81/2 feet and an overall body length of no more than 40 feet when factory-equipped for the road.

2. The "camping trailer," which is a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

3. The "truck camper," which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

4. The "motor home," which is a vehicular unit which does not exceed the length, height, and width limitations provided in s. 316.515, is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

5. The "private motor coach," which is a vehicular unit which does not exceed the length, width, and height limitations provided in s. 316.515(9), is built on a self-propelled bus type chassis having no fewer than three load-bearing axles, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

6. The "van conversion," which is a vehicular unit which does not exceed the length and width limitations provided in s. 316.515, is built on

Attachment: Definitions (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)

a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

7. The “park trailer,” which is a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. The total area of the unit in a setup mode, when measured from the exterior surface of the exterior stud walls at the level of maximum dimensions, not including any bay window, does not exceed 400 square feet when constructed to ANSI A-119.5 standards, and 500 square feet when constructed to United States Department of Housing and Urban Development Standards. The length of a park trailer means the distance from the exterior of the front of the body (nearest to the drawbar and coupling mechanism) to the exterior of the rear of the body (at the opposite end of the body), including any protrusions.

8. The “fifth-wheel trailer,” which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle’s rear axle.

Attachment: Definitions (2022-O-3046 : Major Comprehensive Plan Text Amendment - Holly Hill RV Park)