

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • MARCH 23, 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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation by City Commissioner Roy Johnson
- c. Pledge of Allegiance

2. PRESENTATION

- 1. April is Water Conservation Month
(Requested by Valerie Manning, City Clerk)

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

- 1. Minutes - March 9, 2021, Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEM (1)

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 -2021-R-22 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving and Awarding Brothers' Construction Inc. the Contract for the "Sunrise Park North Pier Replacement", Authorizing the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)

6. REGULAR AGENDA

- 1. Resolution -2021-R-23 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Surplus and Intent to Sell the Property Identified as Kansas Street Parcel # 4242-36-30-0220, by Negotiated Sale; and Waiving Any and All Bidding Requirements; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)
- 2. Resolution -2021-R-24 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Surplus and Intent to Sell the Property Identified as 471 Ferndale Street, Parcel # 37-15-33-39-06-0130, 475 Ferndale Street, Parcel # 37-15-33-39-06-0160, and 8Th Street, Parcel # 44-14-32-01-08-0070 by Negotiated Sale; and Waiving Any and All Bidding Requirements; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)

3. Request for Lien Reduction - 1498 Graham Avenue
(Requested by Joseph Forte, City Manager)

7. PUBLIC HEARING

1. Ordinance -2021-O-3037 SECOND READING - an Ordinance of the City of Holly Hill, Volusia County Florida, Annexing by Voluntary Petition Approximately 1.45 Acres Identified as Parcel Numbers 4242-31-01-0270 and 4242-31-01-0280 Contiguous to the City of Holly Hill; Redefining Boundaries of the City of Holly Hill to Include Said Property and the Adjacent Rights-Of-Way of North Nova Road and Old Kings Road; Directing the City Clerk to File the Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Volusia County and with the Department of State; Providing for Conflicting Ordinances; Providing for Severability; and Providing for 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

SCHEDULED

PRESENTATION (ID # 3236)

2.1

Meeting: 03/23/21 06:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 3236

April is Water Conservation Month



PROCLAMATION

**BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
DECLARING APRIL AS WATER CONSERVATION MONTH
IN THE CITY OF HOLLY HILL, FLORIDA**

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and the City of Holly Hill are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Holly Hill and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Holly Hill has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

WHEREAS, the City of Holly Hill is committed to setting a good example for its citizens regarding water conservation.

NOW, THEREFORE, I, Chris Via, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim April 2021 as:

WATER CONSERVATION MONTH

in the City of Holly Hill and urge all residents and businesses to help protect our precious water resources by practicing water saving measures and becoming more aware of the need to save water.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 23rd day of March, 2021.

City of Holly Hill, Florida

Chris Via, Mayor



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

**City Commission
Agenda Item**

4.1

MEETING DATE: March 23, 2021
FROM: Valerie Manning
SUBJECT: Minutes - March 9, 2021, Regular City Commission Meeting
NUMBER: (ID # 3237)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from March 9, 2021 regular City Commission meeting.

MOTION:

Approve minutes as submitted by staff.

- Minutes - March 9, 2021 Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MARCH 9, 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	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Absent	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

- b. Invocation by City Commissioner John Danio
 Pastor Steve Deal from Eclectic Church, 340 Flomich Avenue led the invocation.
- c. Pledge of Allegiance
 Mayor Via led the Pledge of Allegiance to the Flag.

2. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commission:

Suzanne Scheiber, Team Leader for Dream Green Volusia. Ms. Scheiber handed out a flyer pertaining to Watergoat Products for the Mayor and City Commission to look over and possibly consider purchasing a watergoat trash barrier for the city.

3. APPROVAL OF MINUTES

1.

Minutes - February 23, 2021, Workshop on Stormwater Projects and February 23, 2021, Regular City Commission and CRA Meeting

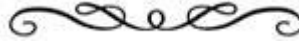
(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

Attachment: Minutes - March 9, 2021 Regular City Commission meeting (3237 : Minutes)

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

Enacted and approved this 9th day of March, 2021, in Holly Hill



4. CONSENT AGENDA - ITEMS (1 - 4)

Mayor Via asked if there was anyone in the audience that wished to speak on any item on the Consent Agenda or if any member of the Commission would like to pull an item for further discussion and there was no one.

1. -2021-R-19 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Mirage Pond Stormwater Improvement (21SW01) Agreements; and Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

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

RESOLUTION

2021-R-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT MIRAGE POND STORMWATER IMPROVEMENT (21SW01) AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT MIRAGE POND STORMWATER IMPROVEMENT (21SW01) AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed capital project as part of the Fiscal Year 2020-2021 budget; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project.

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

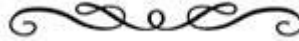
SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project Mirage Pond Stormwater Improvements not to exceed \$91,726.00.

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

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

APPROVED AND AUTHENTICATED on this 9th day of MARCH, 2021.

Enacted and approved this 9th day of March, 2021, in Holly Hill



2. -2021-R-20 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Waive the Procurement Process of Formal Bidding and to Enter into an Agreement with Duval Fleet and Alan Jay Fleet Sales; and Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

2021-R-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO WAIVE THE PROCUREMENT PROCESS OF FORMAL BIDDING AND TO ENTER INTO AN AGREEMENT WITH DUVAL FLEET AND ALAN JAY FLEET SALES; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE

CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO WAIVE THE PROCUREMENT PROCESS OF FORMAL BIDDING AND TO ENTER INTO AN AGREEMENT WITH DUVAL FLEET AND ALAN JAY FLEET SALES; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, \$135,000 was budgeted for the replacement of three (3) City vehicles in the 2020-2021 fiscal year; and

WHEREAS, the Fleet Division, in cooperation with City departments, developed a schedule of vehicle replacement; and

WHEREAS, Three (3) City vehicles have been identified as in need of most immediate replacement; and

WHEREAS, Contracts have been executed with the Florida Sheriff's Association; and Sourcewell to ensure that prices have been negotiated to a rate beneficial to the City.

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

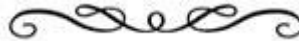
SECTION 1. That the City Commission does hereby approve the City Manager to waive the procurement process of formal bidding and enter into an agreement with Duval Fleet with pricing as negotiated by the Florida Sheriff's Association Light Vehicle Contract FSA20-VEH 18.0. for the purchase of (2) two vehicles and enter into an agreement with Alan Jay Fleet Sales piggybacking Contract # 2021 120716-NFA that was negotiated by Sourcewell and awarded to the National Auto Fleet Group and their partner Alan Jay Automotive for the purchase of (1) one city vehicle from Alan Jay Fleet Sales respectively.

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

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

APPROVED AND AUTHENTICATED on this 9th day of MARCH, 2021.

Enacted and approved this 9th day of March, 2021, in Holly Hill



3. -2021-R-21 Resolution

A Resolution of the City of Holly Hill, Florida, Approving the Dissolution of the Eastern Volusia Regional Water Authority and the Termination of Amended Interlocal Agreement Creating the Eastern Volusia Regional Water Authority with the City of Daytona Beach and the City of South Daytona; Authorizing the Mayor and City Clerk to Execute the Termination Agreement; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

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

RESOLUTION**2021-R-21**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE DISSOLUTION OF THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY AND THE TERMINATION OF AMENDED INTERLOCAL AGREEMENT CREATING THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY WITH THE CITY OF DAYTONA BEACH AND THE CITY OF SOUTH DAYTONA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE TERMINATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE DISSOLUTION OF THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY AND THE TERMINATION OF AMENDED INTERLOCAL AGREEMENT CREATING THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY WITH THE CITY OF DAYTONA BEACH AND THE CITY OF SOUTH DAYTONA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE TERMINATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution 2007-R-04, the City Commission approved an Interlocal Agreement with the City of Daytona Beach and the City of South Daytona, creating the Eastern Volusia Regional Water Authority (EVRWA); and

WHEREAS, the City Commission approved an amendment to the Interlocal Agreement to meet audit standards; and

WHEREAS, the Cities of Holly Hill, South Daytona, and Daytona Beach (“the Cities”), each appointed a member to the Board of Directors of EVRWA to represent their respective interests; and

WHEREAS, at its September 24, 2020, board meeting, the Board of Directors of EVRWA approved a recommendation to dissolve EVRWA and to terminate the Interlocal

Agreement since the Water Authority of Volusia was dissolved and the need coordination between the water authorities was eliminated; and

WHEREAS, a termination agreement has been prepared for the Cities to execute; and

WHEREAS, the termination agreement provides that the fund balance held by EVRWA of approximately \$39,875.93 as of August 31, 2020, will be placed in an escrow account held by the City of Daytona Beach until all winding down costs have been met and, thereafter, will be distributed among the member cities based upon their pro rata level of contribution; and

WHEREAS, the City Manager and Public Works Director recommend approval of the Termination of the Amended Interlocal Agreement and the dissolution of EVRWA.

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

SECTION 1. The recommendation of the Board of Directors of EVRWA to dissolve EVRWA and to terminate the Interlocal Agreement is hereby accepted.

SECTION 2. Based on the recitals above, the City Commission hereby approves the Termination of the Amended Interlocal Agreement and authorizes the Mayor and the City Clerk to execute the termination subject to City Attorney approval.

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

APPROVED AND AUTHENTICATED on this 9th day of MARCH, 2021.

Enacted and approved this 9th day of March, 2021, in Holly Hill



4.

SunTrust Deposit Account Resolution and Authorization for Business Entities

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 9th day of March, 2021, in Holly Hill



5. REGULAR AGENDA

1.

Request for Lien Reduction - 1730 Buena Vista

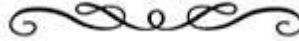
(Requested by Joseph Forte, City Manager)

Mr. Forte briefly went over the staff report in the agenda packet with the Mayor and City Commissioners for the request to reduce the lien at 1730 Buena Vista Avenue, Holly Hill. Mr. Forte mentioned that the property is currently owned by Christopher Morrell. Mr. Forte read into the record some background history on the property. According to the Claim of Lien created on April 22, 2020 the property has been accumulating fines for violations of the International Property Maintenance Code for excessive weeds, exterior surfaces in violation of the IPMC. The order of lien has applied a Special Master fee of \$250.00 plus \$50.00 per day per violation against the property. The fine began accumulating on December 22, 2019. As of the request for a lien reduction, the amount of the lien was \$41,500.00 plus administrative costs. There is an "AS IS" purchase and sale agreement on the property with the buyer identified as Reese Pennington, a realtor with RHP Properties, LLC. Mr. Forte informed the Mayor and Commissioners that he negotiated with the property owner and Mr. Pennington to enter into an agreement where the city will release the lien for an agreed upon settlement of \$4,583.88. However, within 90-days of Mr. Pennington owning the property, the property must be brought into compliance or the lien will be reinstated and continue to accumulate. The city will receive payment for administrative and direct costs in the amount of \$4,583.88. Mr. Forte stated it's the staff's recommendation to reduce the lien from \$41,500.00 to the amount of \$4,583.88. The city shall not release the \$41,500.00 lien amount until payment has been received in the amount of \$4,583.88. If payment is not received by 5:00 PM on April 6, 2021 the full amount of the lien shall remain in place without an option to reduce the fine in the future and be subject to foreclosure.

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Danio, Johnson
ABSENT:	Currie

Enacted and approved this 9th day of March, 2021, in Holly Hill



6. PUBLIC HEARING

1. Ordinance

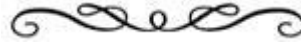
FIRST READING - an Ordinance of the City of Holly Hill, Volusia County Florida, Annexing by Voluntary Petition Approximately 1.45 Acres Identified as Parcel Numbers 4242-31-01-0270 and 4242-31-01-0280 Contiguous to the City of Holly Hill; Redefining Boundaries of the City of Holly Hill to Include Said Property and the Adjacent Rights-Of-Way of North Nova Road and Old Kings Road; Directing the City Clerk to File the Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Volusia County and with the Department of State; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

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

Brian Walker, City Planner briefly went over the staff report within the agenda packet with the Mayor and City Commissioners regarding the voluntary petition for annexation into Holly Hill. Mr. Walker stated the request is to annex two parcels totaling approximately 1.45 acres, located approximately 500 feet south of Flomich Street between N Nova Road and Old Kings Road. The parcels abut one another and are more specifically known as 1529 Old Kings Road and 1860 N Nova Road. This application precedes a comprehensive plan amendment (CPA-2021-03) and a Rezone (Z-2021-03). Some background history on the parcels: the subject parcels are located approximately 500 feet south of Flomich Street between N Nova Road and Old Kings Road and they are developed commercially with a fence sales business and a car lot. The applicant has submitted a petition for voluntary annexation for both parcels. Both parcels are under common ownership. The annexation will result in a city limit that is reasonably compact and does not create an enclave. Therefore, the request meets the statutory requirements. Mr. Walker stated that this request precedes a request for a comprehensive plan amendment and rezone. The proposed comprehensive plan map amendment will request General Commercial future land use, and the proposed rezone will be to CC-1 (Corridor Commercial), which is consistent with the abutting property in the City of Holly Hill. The Board of Planning and Appeals met at their regular meeting on March 1, 2021 and voted unanimously to recommend approval to the City Commission of the petition to annex the properties known as 1529 Old Kings Road and 1860 N Nova Road totaling approximately 1.45 acres, along with the adjacent rights-of-way, located approximately 500 feet south of Flomich Street between the two parcels as mentioned earlier.

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 3/23/2021 6:00 PM
MOVER:	Roy Johnson, District 4 - Commissioner	
SECONDER:	John Penny, District 1 - Commissioner	
AYES:	Via, Penny, Danio, Johnson	
ABSENT:	Currie	



7. COMMUNICATIONS

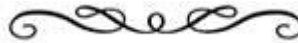
A. City Manager & Staff Comments

a.

JAG Grant FY 2019-2020 Allocation of Funds

(Requested by Valerie Manning, City Clerk)

Mr. Forte mentioned that this item just needs **consensus**; it's more for informational purposes. There was consensus to allocate funds for the JAG Grant FY2019-2020 to Stewart Marchman Act Healthcare - Adult Drug Court program in the amount of \$144,648. Mr. Forte mentioned that at the next meeting he will be bringing to the Commission the Ferndale and Kansas properties that are next to Peacock, to approve the surplus and intent to sell those properties. Laptops that the city purchased last year are available to sell or to be used for business purposes for the elected officials. Mr. Forte mentioned that he will put an agenda item on the next meeting for the Commission to decide what to do with them.



B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Penny spoke about the COVID vaccinations and that they are available for the school board officials; the Johnson & Johnson vaccine is available. He attended the Mayors Roundtable meeting yesterday on behalf of Mayor Via and gave a short summary of what was discussed; thanked Public Works crew for keeping the city's medians clean, they are doing a great job.

Commissioner Danio thanked Pastor Steve Deal from Eclectic Church for coming to the meeting tonight, doing the invocation and speaking to the Commissioners.

Commissioner Johnson stated there are a lot of good churches in Holly Hill and thanked Pastor Deal for coming tonight. Commissioner Johnson asked Mr. Forte if our Fire Department trucks have the Opticom system on them. For those that may not know what that is, the Opticom system is designed by Global Traffic Technologies and it's a traffic control system that provides a green light at intersections right-of-ways for the

emergency vehicles. The receiver is connected to a circuit card which is located inside of the traffic control cabinet.

Mr. Forte stated that he would check with Fire Chief Bland tomorrow. He remembers that when he was in the Fire Department they did have them but not sure about today. He will find out and get back to him.

D. Mayor's Comments

Mayor Via thanked Commissioner Penny for attending the Mayors Roundtable meeting yesterday, he appreciates that. Mayor Via also mentioned that he noticed a Public Works employee keeping the gateway signs clean and wanted to say "thank you", they are doing a great job. Mayor Via spoke briefly about a meeting he attended with over 100 realtors who spoke about short-term rentals. Mayor Via thanked Chief Aldrich for hosting a meeting here in the Commission Chambers for holding a collaborative meeting between city officials, school representatives, Faith organization leaders and local drug/mental health professionals. Chief Aldrich met with them to coordinate Drug Awareness and Drug Prevention programs in the area to better serve our community's youth population. The goal of that meeting was to establish a workable means to identify troubled youth and ensure they are aware of the resource available to assist them and their families as they deal with any short term or long-term dependency issues. On March 25th the community leaders will meet again here in the Commission Chambers from 2:00 pm to 3:00 pm to discuss further how to best present drug prevention messages and programs to the community.

8. ADJOURNMENT

The meeting adjourned at approximately 7:45 PM.



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

**City Commission
Resolution**

5.1

MEETING DATE: March 23, 2021
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving and Awarding Brothers' Construction Inc. the Contract for the "Sunrise Park North Pier Replacement", Authorizing the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-22
APPLICANT:
PLANNER:

DISCUSSION:

The pier at Sunrise Park North was damaged beyond repair in 2017 during Hurricane Irma requiring total replacement. This pier has been approved by FEMA for reconstruction. The city advertised and awarded the contract for Design and Construction Engineering Services for this work to Sea Diversified. The construction of this pier was advertised as RFP 21-BG-02 which includes the demolishing of the existing pier and construction of replacement pier.

The City received six (6) bids for this project:

Brothers Construction Inc.	\$492,120.00
Custom Build Marine Construction	\$548,720.00
Shoreline Foundation, Inc.	\$669,830.00
Midcoast Construction Engineering LLC	\$780,258.00
Harbor Marine Dock Company, Inc.	\$781,245.76
Rush Marine, LLC	\$795,134.00

The low and most responsive bidder is Brothers Construction Inc. of Stuart, Florida with a total bid of \$492,120.00.

Staff Review Committee and City's consultants have reviewed Brothers Construction Inc. bid package and have found it responsive and qualified to complete this project.

FISCAL ANALYSIS:

Funding for this project has been included in Fiscal Year Budget 2020/2021. The Project Code is

19BG07. The funds are available in account number 301-8110-580-6300.

STAFF RECOMMENDATION:

Authorize the City Manager to execute a contract with Brothers Construction Inc. for the award of the Sunrise Park North Pier Replacement.

COMMISSION GOAL:

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

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

RESOLUTION:

APPROVE AND AWARD BROTHERS CONSTRUCTION INC. THE CONTRACT FOR THE “REPLACEMENT OF SUNRISE PARK NORTH PIER”, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- RFP 21-BG-02 Brothers' Construction (PDF)
- RFP 21-BG-02 Custom Built Marine Construction (PDF)
- RFP 21-BG-02 Shoreline Foundation (PDF)
- RFP 21-BG-02 Midcoast Construction Engineering (PDF)
- RFP 21-BG-02 Harbor Marine (PDF)
- RFP 21-BG-02 RUSH Marine (PDF)
- RFP 21-BG-02 Evaluation Committee (PDF)
- RFP 21-BG-02 scoresheet (PDF)

Resolution No. 2021-22**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AND AWARDBROTHERS' CONSTRUCTION INC. THE CONTRACT FOR THE "SUNRISE PARK NORTH PIER REPLACEMENT", AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AND AWARDBROTHERS' CONSTRUCTION INC., THE CONTRACT FOR THE "SUNRISE PARK NORTH PIER REPLACEMENT", AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sunrise Park North pier was damaged beyond repair in 2017 during Hurricane Irma; and

WHEREAS, the pier has been approved by FEMA for reconstruction; and

WHEREAS, the City advertised the reconstruction of the pier by RFP 21-BG-02; and

WHEREAS, the City received six (6) bids for this project; and

WHEREAS, the low and most responsive bidder is Brothers' Construction Inc. of Stuart, Florida with a total bid of \$492,120.00.

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

SECTION 1. That the City Commission of the City of Holly Hill approve and award Brothers' Construction Inc., the contract for the "Replacement of Sunrise Park North Pier", and authorize the City Manager to execute the agreement.

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

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

APPROVED AND AUTHENTICATED on this 23rd day of MARCH, 2021.



REQUEST FOR QUALIFICATIONS

SUNRISE PARK NORTH PIER REPLACEMENT RFP-BG-02

MARCH 2, 2021

Brothers' Construction, Inc.
6526 S Kanner Hwy. #345
Stuart, FL 34997

Lyza Nichols
Lyza@brothersconstructionfl.com
(772) 260-0828



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1 MANAGEMENT SUMMARY

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

RE: Sunrise Park North Pier Replacement
RFP-BG-02

To Whom It May Concern:

Brothers' Construction, Inc. (BCI) is pleased to provide the enclosed proposal for the referenced project and appreciates the opportunity to work with the City. Our company was established in 2014 by Wade Diekman, a Florida native with over three decades' experience in construction. In that time, BCI has successfully completed heavy, civil, and marine projects valued at over \$50 million. The company's core values are based on safety, quality, and strong relationships with its clients.

BCI provides services throughout the east coast of Florida by maintaining its home office in Stuart and positioning key management in and around Jacksonville. Its management team consists of project managers, who typically handle all aspects of an individual project from bid to completion, superintendents, administrative and human resource staff, and site safety personnel who have a combined construction experience history exceeding 200 years. During their careers, these individuals have had direct operational oversight of nearly every type of heavy/marine construction project, including many pier replacements similar to this one.

For all matters regarding this qualifications package, please contact:

Lyza Nichols
Lyza@brothersconstructionfl.com
(772) 260-0828

BCI will accept any awards made to us as a result of this submission and we look forward to working with you.

Thank you,



Wade E. Diekman, President

2 CORPORATE EXPERIENCE & CAPACITY

- BCI currently has 35 employees
 - 8 Management
 - 27 Field
- Main office is located in Stuart, FL and all project administration will be handled from that location. Frank Subjinski, Vice President and Project Manager, lives in Jacksonville and will likely be involved in oversight of the project.
- We will assign to this project:
 - Full-time:
 - Foreman/Leadman
 - Crew of 4-6 comprised of labor, skilled labor, and equipment operators as necessary
 - Part-time
 - Project Manager
 - Equipment Manager
 - Safety Consultant (3rd Party)
- Company-Owned Equipment List (see following pages)
- BCI is a Florida Corporation established in 2014. Owners:
 - Wade Diekman
 - Craig Wood
 - Frank Subjinski

Description	Make	Model	Model Year
325G Compact Track Loader	John Deere	325G	2020
60G Compact Excavator	John Deere	60G	2020
Barge - Carpenter Aluminum	Homemade	8' x 26'	2018
Barge - Palfinger	FLZ	30' Barge	2018
Barge - Stellar / C Wood	(Super) Homemade	12' x 40'	2018
Barge Steel - Palfinger	J&J	12x30 Barge	2016
Crane	American	7250	1969
Crane	American	5299	1979
Crane	Palfinger	6025H	2016
Crane	Palfinger	6025H	2018
Crane	Kobelco	CK1100G	2015
Crane	Stellar		
Excavator	Komatsu	PC300LC-7L	2003
Excavator	John Deere	JD 290G LC	2012
Excavator	John Deere	JD 245G LC	2017
Excavator	John Deere	250G LC	2016
Excavator	John Deere	85G	2016
Generator	Honda	EU3000IS	2020
Generator	Honda	EU3000IS	2020
Hammer	MKT	DE30	1962
Hammer	HPSI	Vibro HPSI 150	2008
Hammer	Delmag	D30-32	
Hammer	Collins	800# Air Hammer	
Hammer	H&M	Vibro H-150	
Hammer	Pilemaster	24-2500	2019
Loader	John Deere	JD 544K	2014
Loader	John Deere	JD 544K-II	2017
Lull	Gene	GTH5519	2010
Pump	BBA	Cornell 5HH (bubba)	1998
Pump	Thompson	Wellpoint Pump	2006
Pump	BBA	Cornell 4HH (Bertha)	1999
Pump	Duetz	4 Diesel Pump (Yellow)	
Skid Steer	John Deere	JD 333E	2016
Trailer	Econoline	ASPT	1999
Trailer	Sloan		2004
Trailer	Cont		2010
Trailer	ASPT		1992
Trailer	Down to Earth	DTE824DO7B	2018
Trailer	eZ Loader	23-27 6200	2018
Trailer	Aluma	6310BT	2019
Trailer	Sure-Trac	ST8120ETB-160	2019
Trailer	Rocket	C2610B	2021

Description	Make	Model	Model Year
Trailer	Magi	24' (Triple Crown)	1991
Trailer	Econoline	16'	2007
Truck	Ford	F350	2020
Truck	Ford	F250	2020
Truck (Andres)	Ford	F250	2010
Truck (Chris)	Ford	F150	2008
Truck (Crane)	Ford	F550	2020
Truck (Pat)	GMC	Sierra	2006
Truck (Richard)	Ford	250	2020
Truck (Service)	Ford	350	2019
Truck (Wade)	Dodge	Ram 1500	2016
Tug Boat 600HP- Annie	St. Johns Ship Building		2018
Welder	Lincoln	Kubota Vantage	2008
Welder	Lincoln	Ranger 250	2004
Welder	Miller	500D	2007
Welder	Miller	Dimension 400	2004
Welder	Millermatic	250X	1998
Welder	Trailblazer	325D	2017
Welder	Trailblazer	325D	2018
Welder	Trailblazer	325D	2019

3 CUSTOMER LISTING

PROJECT NAME	DESCRIPTION OF WORK PERFORMED	START/COMP DATE	CONTRACT AMOUNT	OWNER/CLIENT
Chastain Park	Replace crossover decking, pile replacement	02/2021-Present	\$97,918	Martin County BOCC 2401 SE Monterey Rd. Stuart, FL 34996 Steve Monteith (772) 419-6949 smonteit@martin.fl.us
Bathtub Beach Fishing Pier	Replacement of timber fishing pier	12/2020-Present	\$173,865	Martin County BOCC 2401 SE Monterey Rd. Stuart, FL 34996 Steve Monteith (772) 419-6949 smonteit@martin.fl.us
Singer Island Bridges	Replaced 6 bridges on Singer Island work included demolition, preformed pile holes and rock drilling, 18" precast pile installation, cast in place substructure and precast post-tensioned deck panels Also includes sitework and utilites.	11/2020-Present	\$4,039,000	City of Riviera Beach 1481 W. 15th Street Riviera Beach, FL 33404 Terrence N. Bailey, P.E. (561) 845-4080 Tbailey@rivierabeach.org
Corbett Boardwalk	Stabilized trail and timber boardwalk replacement	01/2021-Present	\$405,000	Florida Fish and Wildlife Cyndi Volz (352) 685-6195 cyndi.volz@myFWC.com
G-70 Structure Removal	Removal of existing water control gate structure, 72" CMP pipe, and existing levee. Installations of temporary sheet piling, dewatering, backfilling and compacting new levee system	9/2020-10/2020	\$191,379	South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Octavio Castillo, P.E. (561)682-6920
Palm Harbor Marina Fender Replacement	Demolition and replacement plastic wales	TBD	\$17,500	Palm Harbor Marina 400 North Flagler Drive, Suite A West Palm Beach, FL 33401 Charles H. Walker (561) 655-4757

Attachment: RFP 21-BG-02 Brothers' Construction (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

PROJECT NAME	DESCRIPTION OF WORK PERFORMED	START/COMP DATE	CONTRACT AMOUNT	OWNER/CLIENT
FDI Services, Cobb's Bridge East Fender	Bridge fender replacement	10/2020-Present	\$565,000	FDI Services 1901 E. Atlantic Blvd. Pompano Beach, FL 33060 John Matthews (954) 788-0969 jmatthews@floridadrawbridges.com
Central Rail Trail	Install 18" concrete piles and HP 14x89 steel piles for pedestrian bridge	10/2020-11/2020	\$256,562	Masci General Contractors, Inc. 5752 S Ridgewood Ave Port Orange, FL 32127 Chris Wright (386) 322-4500 ChrisWright@mascigc.com
Jupiter Dune Crossover Renovations	Demolition & replacement of wood dune crossovers	11/2020-Present	\$564,900	Town of Jupiter 210 Military Trail Jupiter, FL 33458-5786 Thomas Hernandez, P.E. (561) 741-2680 ThomasH@jupiter.fl.us
Seagrove West Dock Repairs	Dock framing & Fibergrate decking	9/2020-Present	\$93,200	Seagrove West HOA 835 20th Place Vero Beach, FL 32960 Leslie Ash (917) 656-2973 Leslie.S.Ash@morganstanley.com
Cape Marina Pile Replacement	Replace broken piles with prestressed concrete piles	6/2020-6/2020	\$38,000	Cape Marina 800 Scallop Drive Cape Canaveral, FL 32920 Karen Seamnan Burk
Indian Riverside Park Repairs from Hurricane Dorian	Reset existing timber piles & replace damaged decking with Fibergrate	12/2020-01/2021	\$48,100	Martin County BOCC 2401 SE Monterey Rd. Stuart, FL 34996 Steve Monteith (772) 419-6949 smonteit@martin.fl.us
St Lucie County, Peter Cobb Bridge	Removal/Demolition of damaged fender system	4/2020-6/2020	\$195,800	Florida Drawbridges, Inc 1901 E Atlantic Blvd Pompano Beach, FL 33060 John Matthews (954) 788-0969 jmatthews@floridadrawbridges.com

PROJECT NAME	DESCRIPTION OF WORK PERFORMED	START/COMP DATE	CONTRACT AMOUNT	OWNER/CLIENT
Royal Palm Yacht & Country Club Seawall Replacement	Replacement of seawall with steel sheetpile, timber fender piles	8/2020-12/2020	\$908,200	Royal Palm Yacht & Country Club 2425 W. Maya Palm Drive Boca Raton, FL 33432 Tracy Krakowski (561) 210-8112 tkrakowski@rpycc.org
Sandsprit Park Docks & Boat Lifts	Timber piles, wood framing docks with boat lifts	4/2020-5/2020	\$193,800	Martin County BOCC 2401 SE Monterey Rd. Stuart, FL 34996 Kevin Landry (772) 320-3046 klandry@martin.fl.us
Florida School for the Deaf and the Blind Campus Infrastructure, Bulkhead Construction	Clearing & grubbing, steel sheet pile, reinforced CIP concrete cap	12/2019-8/2020	\$2,578,500	The Florida School for the Deaf and the Blind 207 North San Marco Avenue St Augustine, FL 32084 Addison Burns (904) 827-2371 burnsh@fsdbk12.org
Captain's Quarters Bulkhead/Seawall Repair	Steel sheet pile, reinforced concrete cap, flowable fill, riprap, site work	10/2019-3/2020	\$1,089,353	CQ Management (a/k/a Captain's Quarters) 101 N. Riverside Drive New Smyrna Beach, FL 32168 Dee Lange (386) 427-2872 cqmanagementoffice@gmail.com
Moore's Creek Boat Ramp Improvements	Wood marginal dock and three floating docks	6/2019-9/2019	\$221,660	City of Fort Pierce 100 N. US #1 Fort Pierce, FL 34950 Edward Seissiger (772) 467-3780 Eseissiger@cityoffortpierce.com
Downtown Riverwalk Decking Replacement Project	Replacement of wood decking with lpe	6/2019-11/2019	\$523,060	City of Stuart 121 SW Flagler Ave Stuart, FL 34994 Marc Rogolino (772) 221-4700 mrogolino@ci.stuart.fl.us
Riverwalk Boardwalk Extension - Phase I	Timber piles, boardwalk with composite decking, aluminum and wire mesh railing, floating dock system	10/2019-Present	\$2,792,338	City of Port St Lucie 2195 SE Airoso Blvd Port St Lucie, FL 34984 Brad Keen (772) 344-4005 bkeen@cityofpsl.com

Attachment: RFP 21-BG-02 Brothers' Construction (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

PROJECT NAME	DESCRIPTION OF WORK PERFORMED	START/COMP DATE	CONTRACT AMOUNT	OWNER/CLIENT
Melody Lane Seawall Replacement	Precast concrete sheet pile wall with prestressed king piles and batter piles, reinforced concrete cap	5/2019-2/2020	\$1,048,700	City of Fort Pierce 100 N. US #1 Fort Pierce, FL 34950 Tracy Telle, (772) 467-3776 ttelle@cityoffortpierce.com
Arlington Concrete Pier Replacement	Replace concrete fishing dock piles and decking	8/2019-10/2019	\$334,025	City of Jacksonville 214 North Hogan Street, 10th Floor Jacksonville, FL 32202 Lori A. West (904) 255-8759 lwest@coj.net
14 Riverview Road Dock	Timber piles, wood framing, composite decking	5/2019-6/2019	\$69,105	Rick & Lisa Frisbee 14 Riverview Road Hobe Sound, FL 33455 Mark A. Powell, PE (561) 881-0003 mpowell@coastal-engineers.com
1116 Love Street Bulkhead, Riverwalk, Access Dock Replacement, Ramp, and Stairs	Demolition of dock, boat ramp, & submerged concrete slab, steel sheet pile bulkhead w/concrete cap, deadmen & tie-backs, timber & concrete pile supported docks, wood framing & decking, riprap riverwalk, docks, riprap	4/2019-11/2019	\$987,912	1116 Love Street LLC 1116 Love Street Jupiter, FL 33477 Mark A. Powell, PE (561) 881-0003 mpowell@coastal-engineers.com
Patrick Air Force Base Outdoor Recreation Dock	Steel sheet pile breakwater with concrete cap, timber piles	3/2019-11/2019	\$1,059,763	Integrated Construction Management, Inc. P.O. Box 899 Cape Canaveral, FL 32920 Bill Armstrong barmstrong@intergratedconst.com
Martin County Board of County Commissioners Jensen Beach Pavilion	Replacement of wood decking, handrail, stairs, and stringers	4/2019-4/2019	\$69,083	Martin County BOCC 2401 SE Monterey Rd. Stuart, FL 34996 Steve Monteith (772) 419-6949 smonteit@martin.fl.us
Patrick Air Force Base Manatee Cove Marina Dock F	Timber pile supported dock with wood framing & decking, tremie concrete	3/2019-4/2019	\$134,000	Integrated Construction Management, Inc. P.O. Box 899 Cape Canaveral, FL 32920 Shelly Hoppe (321) 482-0987 shoppe@intergratedconst.com

Attachment: RFP 21-BG-02 Brothers' Construction (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

PROJECT NAME	DESCRIPTION OF WORK PERFORMED	START/COMP DATE	CONTRACT AMOUNT	OWNER/CLIENT
Installation and Removal of Horizontal Submerged Pumping Assemblies	Emergency installation of forward pumping assemblies	10/2018-9/2021	\$922,500	South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 (561) 686-8800
Port St John Boat Ramp	Dock replacement, aluminum sheet pile, riprap, concrete ramp & sidewalk	01/2019- 5/2019	\$469,064	Canaveral Construction Co. Inc. 3475 N US 1 Mims, FL 32754 J. David Nash (321) 403-5206 david@canaveralconstruction.com
Parrish Park Boat Ramp Dock Replacements	Timber piles, wood framing, decking, & roof structures, vinyl sheet pile wall with tie-back system, demolition of existing composite & timber piles and concrete cap	01/2019 - 04/2019	\$311,850	Canaveral Construction Co. Inc. 3475 N US 1 Mims, FL 32754 J. David Nash (321) 403-5206 david@canaveralconstruction.com
Cassen Park Pier Replacement	Demolition and replacement of a timber pile supported pier with wood framing and decking	12/2018 - 4/2019	\$759,125	City of Ormond Beach 22 South Beach Street Ormond Beach, 32174 John Noble (386) 676-3302 john.noble@ormondbeach.org
Patrick Air Force Base Boat Ramp	Articulated concrete block mat, drainage improvements	9/2018 - 3/2019	\$192,795	Frazier Engineering 6767 N Wickham Rd. Ste 304 Melbourne, FL 32940 Matt Conneen (321) 312-7626 mconneen@fraziereng.com
150 Gomez Road Dock	Timber piles, wood framing and decking, rope handrail, utilities	9/2018 - 12/2018	\$102,185	Peter and Valerie McNeely 150 Gomez Road Hobe Sound, FL 33455 Mark A. Powell, PE (561) 881-0003 mpowell@coastal-engineers.com
Hole-in-the-Wall Island Sheet Pile Installation	Vinyl sheet pile with vinyl cap (3700 LF)	11/2018 - 2/2019	\$557,950	Indian River Mosquito Control District 5655 41st St (S. Gifford Road) Vero Beach, FL 32967 Kirk Noonan, ET (772) 562-4191 x126 kirkn@carterassoc.com
Causeway Park North Boat Ramp	Concrete floating docks, prestressed concrete piles	10/2018 - 03/2019	\$261,260	City of Port Orange 1000 City Center Circle Port Orange, FL 32129 Susan L. Lovallo (386) 506-5852 slovallo@port-orange.org

Attachment: RFP 21-BG-02 Brothers' Construction (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

PROJECT NAME	DESCRIPTION OF WORK PERFORMED	START/COMP DATE	CONTRACT AMOUNT	OWNER/CLIENT
Inlet Village Dock	Timber Piles, timber framing & decking, post/cable handrail, utilities	12/2018 - 7/2019	\$355,536	Inlet Village Investors, LLC 177 North US Highway #1, #275 Tequesta, FL 33469 Mark A. Powell, PE (561) 881-0003 mpowell@coastal-engineers.com
Virginia Ave. Outfall Canal Stabilization	Riprap stabilization, structure demolition, drainage improvements	07/2018 - 12/2018	\$2,010,522	City of Fort Pierce 100 N. US #1 Fort Pierce, FL 34950 Tracy Telle, (772) 467-3776 ttelle@cityoffortpierce.com
Sundance Marina	Sheet pile wall with reinforced concrete cap and upland slab for marine forklift	06/2018 - 08/2018	\$550,438	M&N of Alabama, Inc. PO Box 3 - 14435 McCoy Lane Magnolia Springs, AL 36555 R. Harold Sherman (251) 747-0146 mnalenv@gulfel.com
Seminole Seawall & Dock	Vinyl sheet pile wall with reinforced concrete cap, timber piles, timber framing & decking	05/2018 - 12/2018	\$419,913	Seminole Street Stuart, LLC 9771 S. Dixie Hwy Miami, FL 33156 Charles A. Darden Jr, PE (772) 220-4601 cadarden@csn-e.net
Harbor Pointe Marina Repairs	Timber and concrete piles, timber framing & decking - constructed with a barge-mounted crane	04/2018 - 10/2018	\$807,500	Harbor Pointe Condominium Association, Inc. 7 Indian River Ave. #1206 Titusville, FL 32796 Doreen Horvath (321) 383-7580 dhervath@lelandmanagement.com
PAFB FAMCAMP & ILS Shoreline Repair	Coquina breakwaters, upland revetment	03/2018 - 08/2018	\$1,300,000	Pontchartrain Partners, LLC 739 South Clark Street New Orleans, LA 70119 Todd Grantier (321) 735-8487 todd.grantier@pontchpartners.com
PAFB North Housing Shoreline Repair	Coquina breakwaters, upland revetment	03/2018 - 12/2018	\$1,548,294	Frazier Engineering 2289 W Eau Gallie Blvd., Suite B Melbourne, FL 32935 Matt Conneen (321) 312-7626 mconneen@fraziereng.com
Hurricane Matthew Pier & Waterfront Repairs	Timber piles, framing, decking, & handrail	04/2018 - 06/2018	\$301,427	City of New Smyrna Beach 210 Sams Avenue New Smyrna Beach, FL 32168 Faith Miller (386) 424-2202 fmiller@cityofnsb.com

Attachment: RFP 21-BG-02 Brothers' Construction (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

PROJECT NAME	DESCRIPTION OF WORK PERFORMED	START/COMP DATE	CONTRACT AMOUNT	OWNER/CLIENT
Port Orange Causeway Pier Repairs	Timber piles, timber framing & decking - constructed with barge-mounted crane	01/2018 - 06/2018	\$1,094,163	City of Port Orange 1000 City Center Circle Port Orange, FL 32129 Susan L. Lovallo (386) 506-5852 slovallo@port-orange.org
Dockside Marina	Timber piles, framing, and decking, sheet pile wall with concrete cap	11/2017 - 11/2018	\$2,152,602	Dockside View, LLC 1160 Seaway Drive Fort Pierce, FL 34949 Walter Wilfinger waltergtr1@gmail.com
PAFB Shoreline Repair - Runway 11	Coquina breakwaters, upland revetment, runway closure	10/2017 - 02/2018	\$499,090	Frazier Engineering 2289 W Eau Gallie Blvd., Suite B Melbourne, FL 32935 Duane Houghtaling (301) 441-2000 dhoughtaling@fraziereng.com
I-10 Sheet Pile	Install & remove temporary steel sheet pile	07/2017 - 08/2017	\$214,805	Petticoat-Schmitt 6380 Philips Hwy. Jacksonville, FL 32216 Dominic Ciacelli (904) 751-0888 dciacelli@petticoatschmitt.com
Twin Rivers Park Decking & Handrail Replacement	Timber framing, decking, handrail	06/2017 - 07/2017	\$131,714	Martin County BOCC 2401 SE Monterey Rd. Stuart, FL 34996 Steve Monteith (772) 419-6949 smonteit@martin.fl.us
Rebuild Five Public Fishing Piers	Timber & concrete piles, wood framing & decking	06/2017 - 11/2017	\$1,076,615	City of Sebastian 1225 Main St. Sebastian, FL 32958 Joe Griffin (772) 388-8200 jgriffin@cityofsebastian.org
S-50 Structure Repair & Bank Stabilization	Fill and install marine mattresses, riprap, steel sheet pile, reinforced CIP concrete cap	06/2017 - 06/2018	\$3,740,206	South Florida Water Management District 3301 Gun Club Rd. West Palm Beach, FL 33406 Anthony Rosato (561) 682-2604 arosato@sfwmd.gov
Tallyrand Marine Terminal Phase 1	Install 18" concrete piles	02/2017 - 02/2017	\$357,558	Petticoat-Schmitt 6380 Philips Hwy. Jacksonville, FL 32216 Jason Plauche (904) 751-0888 JPlauche@petticoatschmitt.com

Attachment: RFP 21-BG-02 Brothers' Construction (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

PROJECT NAME	DESCRIPTION OF WORK PERFORMED	START/COMP DATE	CONTRACT AMOUNT	OWNER/CLIENT
Moore's Creek Bulkhead Replacement	Precast concrete piles, prestressed concrete king piles, tie-back rods, precast concrete anchor blocks, closure pours, reinforced CIP concrete cap	01/2017 - 08/2017	\$1,460,495	Cardno 380 Park Place Blvd. Ste. 300 Clearwater, FL 33759 George Denti (772) 323-7192 george.denti@cardno.com
Causeway Cove Marina	Timber pile supported docks/piers with wood framing and decking	08/2016 - 11/2017	\$2,017,813	G.Flash G.P. Inc, Trustee Causeway Cove Mobile Home Park Trust/DBA Causeway Cove Marina 306 Worth Ave., Ste. 4 Palm Beach, FL 33480 Smyth Builders, Harold Smyth smythbuild@gmail.com
Vero Beach Airport Rd. Access Improvements	Piling, reinforced concrete slabs, excavation, embankment, riprap	05/2016 - 03/2017	\$1,039,781	Engecon Construction 2290 10th Ave. N. Ste. 408 Lake Worth, FL 33461 Raquel Naim, (561) 585-1565 engeconconstruction@gmail.com
Veterans Memorial Parkway Pedestrian Bridges	Concrete piles, substructure, & approach slabs, pre-fabricated steel truss bridge	04/2016 - 11/2016	\$352,360	City of Port Saint Lucie 121 SW Port St. Lucie Blvd. Port Saint Lucie, FL 34984 Heath Stockton (772) 344-4239 hstockton@cityofpsl.com
Charlie Leighton Park - Kayak Launch	Concrete piles, access ramp & handrail, floating dock, gangway, boat ramp repairs, flowable fill, clearing & grubbing, riprap, fence, sidewalk, sod	04/2016 - 06/2016	\$161,867	Martin County BOCC 2401 SE Monterey Rd. Stuart, FL 34996 Kevin Landry (772) 221-1376 klandry@martin.fl.us
Dania DMMA Pipe Pile & Spill Pan Installation	Install & remove pipe piles & gangways	03/2016 - 06/2017	\$278,769	Cashman Dredging & Marine Contracting 549 South Street Quincy, MA 02169 Stephen Tobin (617) 890-0600 stobin@jaycashman.com
Palm Coast Wood Bridges	Reconstruction of timber deck and railing at 13 separate bridges along US Hwy 1	04/2016 - 08/2016	\$247,640	Palm Coast Holdings, Inc. 145 City Place, Ste. 300 Palm Coast, FL 32164 Clint Smith (386) 446-6226 csmith@allete.com

PROJECT NAME	DESCRIPTION OF WORK PERFORMED	START/COMP DATE	CONTRACT AMOUNT	OWNER/CLIENT
Hogan Creek Bridge	Bridge replacement - 18" prestressed piles, CIP concrete (mass pour), precast bulkhead panels, steel sheet pile, milling, resurfacing, drainage improvements	09/2015 - 09/2016	\$2,563,560	Florida Department of Transportation 2198 Edison Ave. Jacksonville, FL 32204 Robert Gurganious (904) 360-5542 robert.gurganious@dot.state.fl.us
Fort Fraser Trail Bridge	Installation of concrete piles, CIP concrete, prefabricated steel pedestrian bridge, asphalt, site work	04/2016 - 10/2016	\$622,340	Florida Department of Transportation - District 1 PO Box 1249 Bartow, FL 33831 Kirby Radford (863) 519-4107 Kirby.Radford@dot.state.fl.us
Veteran's Memorial Park Improvements	Construction of site improvements including retention pond, bio-swales reconfiguration of paving, memorial plaza with monuments, electrical	11/2015 - 10/2016	\$2,128,398	City of Fort Pierce 100 N. US #1 Fort Pierce, FL 34950 Tracy Telle, (772) 467-3776 ttelle@cityoffortpierce.com
Riverwalk Expansion	Pedestrian boardwalk expansion	05/2015 - 11/2015	\$390,060	City of Stuart 121 SW Flager Stuart, FL 34994 Marc Rogolino (772) 221-4700 mrogolino@ci.stuart.fl.us
Melody Lane Fishing Pier	Construct fishing pier	06/2015 - 11/2015	\$550,234	City of Fort Pierce 100 N. US #1 Fort Pierce, FL 34950 Tracy Telle, (772) 467-3776 ttelle@cityoffortpierce.com
Savona Blvd. Sidewalk Construction	Replacement of Pedestrian Bridge	05/2015 - 09/2015	\$276,554	Engecon Construction, Inc. 2290 10th Ave. N. Ste. 408 Lake Worth, FL 33461 Raquel Naim, (561) 585-1565 engeconconstruction@gmail.com

4 ACCEPTANCE OF CONDITIONS

As it does not apply to the work, BCI does not carry the following insurance coverage:

Errors and Omissions or Professional Malpractice Coverage

5 DOCUMENTS



2020 - 2021

**MARTIN COUNTY
BUSINESS TAX RECEIPT**

Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Lic Fee 26.25
Penalty 0.00
Coll-Fee 0.00
Transfer 0.00

TOTAL 26.25

WOOD CRAIG A

BROTHER'S CONSTRUCTION INC

Has satisfied requirements to engage in the business profession
or occupation of 513 CONTRACTOR OFFICE
at location listed for the period beginning on
August 19, 2020

AND ENDING September 30, 2021

Account 2015-513-0714 Cert
Category 513 Sic No 236220
Phone (772)260-1443
Location 850 NW FEDERAL HWY 120



BROTHER'S CONSTRUCTION INC
6526 S KANNER HWY #345
STUART, FL 34997

BTR-19-00256243 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

6 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
- Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form
- Byrd Anti-Lobbying Amendment Certification Form

PROFESSIONAL SERVICES AGREEMENT
Sunrise Park North Pier Replacement
Request for Proposal (RFP) 21-BG-02

THIS AGREEMENT is made and entered into this _____ day of XXX, 2021, by and between Brothers' Construction, Inc., duly authorized to conduct business in the State of Florida and whose address is 6526 S Kanner Hwy. #345, Stuart, FL 34997, 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 #21-BG-02), 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 two hundred and ten (210 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:

Wade Diekman, President (Name, Title)
Brothers' Construction, Inc. (Company)
6526 S Kanner Hwy. #345 (Address)
Stuart, FL 34997 (City, State, Zip)
772-692-9477 (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 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 CONCERNING 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

WITNESSES:

Joseph Forte, City Manager

Dated: _____

FIRMS

By: _____

Wade E. Diekman, President

Dated: 3/2/21

Attachments: A. RFP #21-BG-02

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. _____.

PROPOSER CHECK LIST

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

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

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

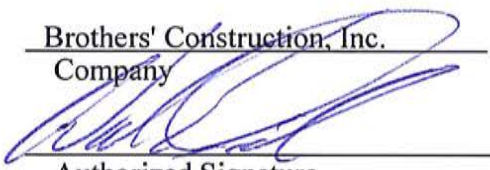
CITY CLERK
City of Holly Hill
1065 Ridgewood
Ave.
Holly Hill, Florida 32117

- ☒ The mailing envelope **must** be **sealed** and **marked** with Qualification Number "RFP # 21-BG-02, Proposal Title "Sunrise Park North Pier Replacement " and Due Date "March 2nd , 2020 @ 10:00 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

Brothers' Construction, Inc.
Company

6526 S Kanner Hwy. #345
Address


Authorized Signature

Stuart, FL 34997
City, State, Zip Code

Wade E. Diekman, President
Printed Name & Title

772-692-9477
Telephone No.

Lyza@brothersconstructionfl.com
Email

N/A
Fax No.

CONFLICT OF INTEREST AFFIDAVIT

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

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

Brothers' Construction, Inc.
Company

6526 S Kanner Hwy. #345
Address

[Signature]
Authorized Signature

Stuart, FL 34997
City, State, Zip Code

Wade E. Diekman, President
Printed Name & Title

772-692-9477
Telephone No.

Lyza@brothersconstructionfl.com
Email

N/A
Fax No.

State of Florida
City of Martin

SUBSCRIBED AND SWORN to before me this 2 day of March, 2021, by
Wade Diekman, who is personally known to me to be the
President for the Firm, OR who produced the following
identification: N/A

[Signature]

Notary Public



My Commission Expires: _____

Attachment: RFP 21-BG-02 Brothers' Construction (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
1.66%	SFWMD Horizontal Pumps (19002)	\$ 391,500.00
77.39%	Jupiter Dune Crossover (20009)	\$ 583,000.00
50.60%	FWC Corbett Boardwalk (20014)	\$ 405,000.00
23.79%	City of Riviera Beach, Palm Beach Isles Bridge Improvements (20015)	\$ 4,039,405.00
76.12%	Bathtub Beah Fishing Pier, MC BOCC (20016)	\$ 173,865.65
0.00%	Chastain Park, MC BOCC 20017)	\$ 101,720.85
0.00%	Sanchez Dock (21002)	\$ 239,250.00
0.00%	PSL Riverwalk Hooper Park Handrail (21005)	\$ 108,575.00
0.00%	Miami Fender, FDI Services (21006) SUB	\$ 269,500.00

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

Peterson Road Bridge, Harbourside Seawall Replacement

OTHER INFORMATION ABOUT PROJECTS:

See Tab 3 Customer Listing for additional project info

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:

N/A

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

REFERENCES:

Bank(s) Maintaining Account(s): CenterState Bank 9815 S US 1, Port St. Lucie, FL 34952

Surety/Underwriter: (if required) Westfield Insurance Co.

Other References: (Use additional sheets if necessary)

SEE FOLLOWING PAGE

TYPE OF FIRM:

☒ Corporation/Years in Business: 6. 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.

Brothers' Construction, Inc.

Company



Authorized Signature

6526 S Kanner Hwy. #345

Address

Stuart, FL 34997

City, State, Zip Code

Brothers' Construction, Inc.
Credit Application Information

Mailing Address: 6526 S. Kanner Hwy, Suite #345
 Stuart, FL 34997

FEIN: 35-2517594

D&B No: 079947486

Bank: CenterState Bank
 9815 S. US #1
 Port St. Lucie, FL 34952
 Contact: Jeannie Millgate
 Phone: 772-408-5943
 Fax: 772-408-5951

Bonding: Guignard
 Paul Ciambriello – VP/Partner
 Cell: 407-620-4625
paul@guignardcompany.com

Surety: Westfield Insurance Co.
 Rob Wyatt
 Phone: 813-464-2033
robertwyatt@westfieldgrp.com

References:

MOBRO Marine, Inc.
 Trish Kramer
 PO Box 986
 Green Cove Springs, FL 32043
 Phone: 904-284-9670
Tkramer@mobromarine.com

Decks & Docks
 Kathryn Powers or Sevan Hashas
 1281 Court Street
 Clearwater, FL 33756
 Phone: 772-460-2323
shashas@decks-docks.com

Beyel Brothers
 Steven McLean
 550 Cidco Road
 Cocoa, FL 32926
 Phone: 321-632-2000 x 134
Steven.mclean@beyel.com

Southern Pine Lumber
 Matt Zavash
 250 NE Dixie Highway
 Stuart, FL 34994
 Phone: 772-692-2300
matt@southernpinelumber.com

Statewide Materials
 Christy Ruth
 1525 White Drive
 Titusville, FL 32780
 Phone: 321-567-7879
cruth@swmagg.com

Marsh Fasteners
 Chris Marsh
 127 Fern Street
 Jupiter, FL 33458
 Phone: 561-743-4642
chris@marshfasteners.com

DECLARATION STATEMENT

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

RE: RFP NO. 21-BG-02 “ Sunrise Park North Pier Replacement”

Dear Mayor and Commission Members:

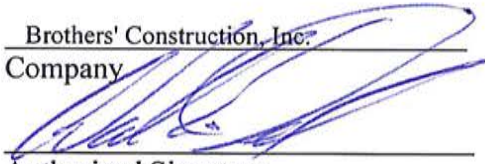
The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any 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 #21-BG-02**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 2 day of March, 2021 in the City of Stuart, in the State of Florida.

Brothers' Construction, Inc.
Company


Authorized Signature

6526 S Kanner Hwy. #345
Address

Stuart, FL 34997
City, State, Zip Code

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

☒ *SRM* 5. Other Insurance as indicated below:
N/A Errors and Omissions or Professional
Malpractice Coverage

\$ 1,000,000 Per Occurrence

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

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

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

INSURANCE REQUIREMENTS

(Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP Number** and **Sunrise Park North Pier 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**.

Brothers' Construction, Inc.
Company

Authorized Signature

Wade E. Dickman, President
Printed Name & Title

Lyza@brothersconstructionfl.com
Email

Frank H. Furman, Inc.
Insurance Agency

Signature of Proposer's Agent

6526 S Kanner Hwy. #345
Address

Stuart, FL 34997
City, State, Zip Code

772-692-9477
Telephone No.

Fax No.

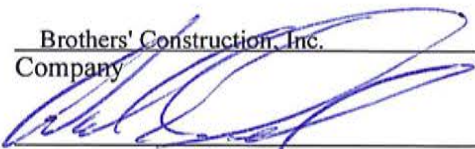
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒ YES
☐ NO

Brothers' Construction, Inc.
 Company

 Authorized Signature

Wade E. Diekman, President
 Printed Name & Title

Lyza@brothersconstructionfl.com
 Email

6526 S Kanner Hwy. #345
 Address

Stuart, FL 34997
 City, State, Zip Code

772-692-9477
 Telephone No.

N/A
 Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Martin

Wade Diekman, being first duly sworn, deposes and says that:

He/she is President of Brothers' Construction, 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.

Brothers' Construction, Inc.
Company

Authorized Signature

6526 S Kanner Hwy. #345
Address

Stuart, FL 34997
City, State, Zip Code

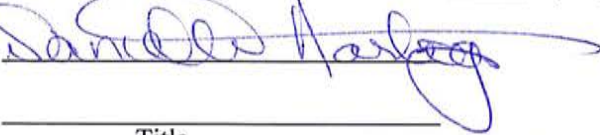
Wade E. Diekman, President
Printed Name & Title

772-692-9477
Telephone No.

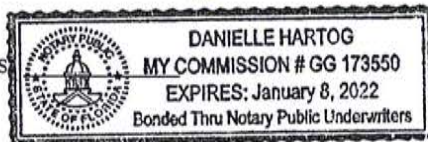
Lyza@brothersconstructionfl.com
Email

N/A
Fax No.

Subscribed and sworn to before me this 2 day of March, 2021.


Title

My Commission Expires



ACKNOWLEDGEMENTS
RFP # 21-BG-02 Sunrise Park North Pier Replacement

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

From : Insert Information Brothers' Construction, Inc.
"Contractor" 6526 S Kanner Hwy. #345
 Stuart, FL 34997

The Contractor agrees to provide Sunrise Park North Pier 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 Sunrise Park North Pier 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 eighty (180) 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 Sunrise Park North Pier Replacement within 210 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 2 day of March, 2021
 (Month) (Year)

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

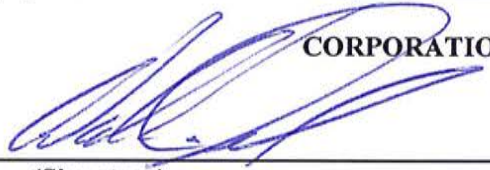
By: _____ / _____
(Signature) (Print name)

Address: _____

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

Taxpayer Identification Number (TIN): _____

CORPORATION

By:  / Wade E. Diekman, President
(Signature) (Print name)

Address: 6526 S Kanner Hwy. #345, Stuart, FL 34997

Telephone: (772) 692-9477 Fax: (____) N/A

Taxpayer Identification Number (TIN/EIN): 35-2517594

State Under Which Corporation Was Chartered:

Florida

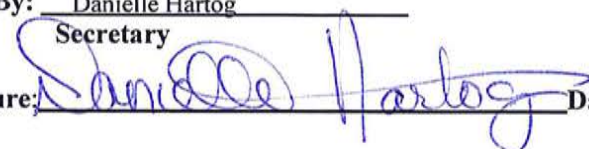
Corporate President: Wade E. Diekman
(Print Name)

Corporate Secretary: Danielle Hartog
(Print Name)

Corporate Treasurer: Craig Wood
(Print Name)

CORPORATE SEAL

Attest By: Danielle Hartog
Secretary

Signature:  Date: 3/2/21

21-BG-02 Sunrise Park North Pier 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.or

g 1065 Ridgewood Ave

Holly Hill, FL 32117

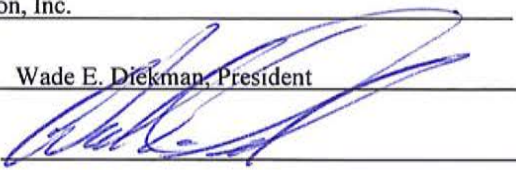
A provision that requires the contractor to comply with public records laws, specifically to:

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: Brothers' Construction, Inc.

Authorized representative (printed): Wade E. Diekman, President

Authorized representative (signature): 

Project Number: 21-BG-02

Date: 3/2/21

21-BG-02 Sunrise Park North Pier Replacement

pg. 43

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 Fort Pierce
 Address: 100 N US 1, Fort Pierce, FL 34950
 Point of Contact: Tracy Telle
 Phone #: 772-467-3776 Email address: ttelle@cityoffortpierce.com
 Service(s) Provided: Melody Lane Seawall Replacement, Virginia Avenue Outfall Canal Stabilization,
Melody Lane Fishing Pier, Veterans' Memorial Park Improvements
 Dates of Service: 06/2015 - 02/2020

2. Name of Company: Martin County BOCC
 Address: 2401 SE Monterey Rd., Stuart, FL 34996
 Point of Contact: Steve Monteith
 Phone #: 772-419-6949 Email address: smonteit@martin.fl.us
 Service(s) Provided: Pier replacements/repairs on multiple projects under annual services agreement
 Dates of Service: 06/2017 - present

3. Name of Company: City of Port Saint Lucie
 Address: 2195 SE Airoso Blvd., Port Saint Lucie, FL 34984
 Point of Contact: Brad Keen
 Phone #: 772-344-4005 Email address: bkeen@cityofpsl.com
 Service(s) Provided: Riverwalk Boardwalk Extension - Phase 1
 Dates of Service: 10/2019 - present

4. Name of Company: City of Ormond Beach
 Address: 22 South Beach Street, Ormond Beach, FL 32174
 Point of Contact: John Noble
 Phone #: 386-676-3302 Email address: john.noble@ormondbeach.org
 Service(s) Provided: Cassen Park Pier Replacement
 Dates of Service: 12/2018 - 04/2019

**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 Wade Diekman, President (Print Individual's Name and Title)

for Brothers' Construction, Inc.

(Print Name of Entity Submitting Sworn Statement)

whose business is 6526 S Kanner Hwy. #345, Stuart, FL 34997

and (if applicable) its Federal Employer Identification Number (FEIN) is 35-2517594

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

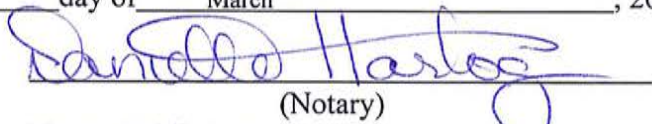
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM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



(Signature) Wade E. Diekman, President

Sworn and subscribed before me this 2 day of March, 2021.

Personally known X



(Notary)

OR produced identification _____

Notary Public State of Florida

N/A

(Type of Identification)

My commission expires



VENDOR INFORMATION

Vendor is:

- (☒) Corporation
 (☐) Partnership
 (☐) Sole Proprietorship
 (☐) Other _____ (Explain)

Federal Employer Identification Number: 35-2517594

Firm Name: Brothers' Construction, Inc.

Mailing Address: 6526 S Kanner Hwy. #345, Stuart, FL 34997

Telephone No.: 772-692-9477 Fax No.: N/A

Email Address: Lyza@brothersconstructionfl.com Web Address: www.brothersconstructionfl.com

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

Firm Name: same

Remittance Address: _____

Submitted by:  _____

Name & Title Printed: Wade E. Diekman, President

Request for Taxpayer Identification Number and Certification

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

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

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
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.

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.)
6526 S Kanner Hwy #345

6 City, state, and ZIP code
Stuart, FL 34997

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is 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

3	5	-	2	5	1	7	5	9	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Sanford Hartog*

Date ▶ 9/18/20

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 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.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Brothers' Construction, Inc.		Doing business as (DBA) N/A	
ADDRESS 6526 S Kanner Hwy. #345, Stuart, FL 34997	Applicable Procurement or Solicitation #, if any: 21-BG-02	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #: 35-2517594
This certification is submitted as part of a request to contract.			

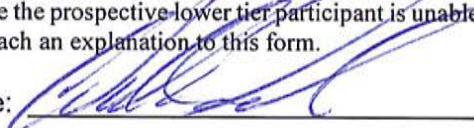
Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature:  Date: 3/2/21
Wade E. Diekman, President
21-BG-02 Sunrise Park North Pier Replacement

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION (FREQUENTLY ASKED QUESTIONS)

Note: This FAQ sheet was provided by the Washington State Military Department. Your sub-recipient agreement with Thurston County Emergency Management is subject to the same "debarment, suspension, ineligibility, and voluntary exclusion" requirements as described in this document. **Please return this Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form to Thurston County Emergency Management.**

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form

21-BG-02 Sunrise Park North Pier Replacement

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Brothers' Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Wade E. Diekman, President
Name and Title of Contractor's Authorized Official

3/2/21
Date

7 PRICE PROPOSAL FORM

REVISED PROPOSAL PRICING
FORM RFP # 21-BG-02
Sunrise Park North Pier Replacement

RFP Date: 3/2/21

TO: The City of Holly Hill, Florida

FROM: Brothers' Construction, 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 Sunrise Park North Pier 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 **Sunrise Park North Pier Replacement** as follows:

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Timber Pier Reconstruction					
1	8'x328' Timber Access Pier - Materials and Labor	2,624.0	SF	25.00	65,600.00
2	12'x58' Timber Terminal Pier - Materials and Labor	696.0	SF	25.00	17,400.00
3	Timber Piles - 12" Dia. X 40' w/ Pile Wrap - Materials and Labor	87.0	EA	2,120.00	184,440.00
4	Timber ADA Railing - Materials and Labor	788.0	LF	60.00	47,280.00
5	Electrical / Lighting - Fixtures, Materials and Labor	1.0	EA	25,500.00	25,500.00
Total - Timber Pier Reconstruction					340,220.00

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM
Timber Pier Reconstruction - Other Costs					
6	Contractor Mobilization / Demobilization	1.0	LS	89,000.00	89,000.00
7	Demolition of Existing Structures	1.0	LS	49,000.00	49,000.00
8	Insurance, Licenses, Bonds and Misc.	1.0	LS	3,900.00	3,900.00
9	Environmental Control Measures	1.0	LS	5,000.00	5,000.00
10	Survey Layout And Asbuilts	1.0	LS	5,000.00	5,000.00
Total - Timber Pier Reconstruction - Other Costs					151,900.00

SUMMARY

Timber Pier Reconstruction - Labor and Materials	\$ 340,220.00
Timber Pier Reconstruction - Other	\$ 151,900.00
Total	\$ 492,120.00

Total Base Bid

492,120.00

Total Base Bid in Writing: FOUR HUNDRED NINETY - TWO THOUSAND ONE HUNDRED TWENTY
DOLLARS & NO CENTS

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
3a	12" PT Pile Length Increase - Materials and Labor	79.50	LF
3b	12" PT Pile Length Decrease - Materials and Labor	1.00	LF

Bid schedule has been prepared to include major components of work.
It shall be the Respondent's responsibility to review plans and specifications and to bid accordingly.

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

6526 S Kanner Hwy. #345
Address

Wade E. Diekman, President
Printed Name & Title

Stuart, FL 34997
City, State, Zip Code

Brothers' Construction, Inc.
Company

772-692-9477
Telephone No.

Date 3/2/21

Lyza@brothersconstructionfl.com
Email Address.

Attachment: RFP 21-BG-02 Brothers' Construction (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

8 ADDENDUMS



**ADDENDUM NUMBER 1
RFP 21-BG-02
NORTH PIER SUNRISE PARK
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-02** for the above request for **NORTH PIER SUNRISE PARK** 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 is the engineer's estimate and/or budget value for this project?

A 1. The estimate was \$689,810 but did not include lighting, which is anticipated to be a minimal expense.

Q2. Is this project funded by a grant program? If so, please specify.

A 2. The project is subject to reimbursement through Federal Emergency Management Agency Public Assistance grant.

Q3. What area will the contractor be able to use for staging?

A 3. Contractor will have access to a portion of the parking lot area for staging. Additional materials, if needed, may be staged at the Public Works Yard located at 453 LPGA Blvd, Holly Hill Florida 32117

Q4. Will the park remain open during construction?

A 4 Yes - the park will remain open.

Q5. Will the City require a building permit? If so, will fees be waived?

A5. The City will require a permit. The fees cannot be waived, but the Public Works division will pay the permit fees.

Signature acknowledges receipt and understanding of this addendum.

Name/Title

Wade E. Diekman, President 3/2/21

Date

RFP 21-BG-002 NORTH PIER SUNRISE PARK

Attachment: RFP 21-BG-02 Brothers' Construction (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



**ADDENDUM NUMBER 2
RFP 21-BG-02
NORTH PIER SUNRISE PARK
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-02** for the above request for **NORTH PIER SUNRISE PARK** 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.

A Revised Proposal Pricing Form has been attached to this addendum for submission of your proposal. This revised form replace the proposal pricing form shown on pages 48-49 of the original bid document. This form must be completed and submitted with your response to this Request for Proposal.

A Geotechnical Evaluation has been attached to this addendum.

QUESTIONS AND ANSWERS

Q1. Will the city considered a floating dock pier as opposed to a fixed pier?

A1. No - only a fixed pier following the specifications of the design will be considered.

Q2. Please provide the geotechnical study conducted by UES referenced in the project Notes on Plans Page N-1 prior to bid.

A2. SDI: Geotechnical Report attached.

Q 3. Can Contractor stage a pile driving crane on uplands directly west of where the dock ties into the uplands?

A3. SDI: Pile driving using land-based equipment must be approved by the City. It is noted that Contractors will be responsible for any or all damages to property as a result of construction.

Q4. Referencing Plan Page N-1, Article 11, Note #1, After further soil investigations or test pile program, will Contractor be compensated if piles need to be longer than the 40 ft bid lengths?

A4. SDI: The revised Bid Schedule includes an Add/Deduct line item for an increase or decrease in the specified pile lengths. Contractors will be compensated for piles in excess of 40 feet based on the unit price included in the revised Bid Schedule.

Q5. Referencing Plan Page N-1, Article 11, Note #2 and Article #2, Note #11, it appears the unfactored design load is roughly 90 PSF. What safety factor does Engineer anticipate applying to this unfactored load to determine the pile bearing capacity or what is the total minimum pile bearing capacity requirement in tons (or kips).

A5. SDI: Pile length / embedment requirements is governed by the lateral load capacity requirements. Contractors are to bid based upon 40-foot piles driven to full penetration.

Q6. Referencing Plan Page N-1, Article 11, Note #2, would Engineer consider static load testing of test piles an acceptable design verification method?

A6. SDI: We are seeking full penetration to achieve the lateral load capacity criteria. SDI will coordinate with the independent Geotechnical Firm hired by the Contractor for the pile monitoring to determine criteria for evaluating pile driving characteristics as relating to lateral load capacity.

Q7. Subsequent to either further soil investigations or a test pile program, will the Engineer provide pile order lengths to Contractor based on his evaluation of the geotechnical report and/or design requirements?

A7. SDI: Yes. Contractors will be provided with detailed pile design information prior to construction. For bidding purposes assume 40-foot piles driven to full penetration.

Q8. Referencing Plan Page N-1, Article 11, Note #4. This note is concerning because jetting of all piles will be necessary due to the jobsite water depths. In order to install 40 ft piles (or longer) without the use of jetting will require crane with sufficient head room to handle piles and a heavy template to erect piles and drive plumb full length, which would require a large barge that would have serious draft and jobsite access issues. If jetting is permissible, in order to initially erect and plumb piles and drop head room restrictions, smaller equipment on smaller barges could be used. In addition, we were unable to find any language in the environmental permits that prohibits the use of jetting. That said, would Engineer allow bidders to assume jetting of piles as a permissible method for initial pile erection/ installation?

A8. SDI: Jetting is acceptable to assist with pile alignment and plumbness in advance of driving. We are seeking a minimum of driving the last 15 feet of the pile to confirm capacity.

Q9. Referencing Plan Page N-1, Article 11, Note #2, if Contractor supplies a certified, engineered foundation design and piling installation method from a 3rd party engineer that allows the use of jetting, would that be acceptable?

A9. SDI: See response to Item 8.

Q10. Referencing Plan Page N-1, Article 11, Note #5, This note appears to read that Bidders should anticipate including a contingency cost for all piles to be installed with the use of pre-drilling through rock to install timber piles. Please understand this will result in bid prices being much higher than likely necessary if no drilling is actually required. Shouldn't pre-drilling be considered a standard contractual unforeseen condition and compensable change if no soil borings are provided with the bid or the nearest boring does not represent the need for drilling?

A10. SDI: Contractors should base their bids on the subsurface conditions provided in the attached Geotechnical Report. Should conditions vary from what is described in the Report

requiring a change in pile specifications and / or means and methods of pile driving, this will be handled during construction via Change Order if deemed justifiable by the City.

5.1.a

Q11. Does the City have its own Bid Bond form or is a standard AIA form acceptable?

A11. Standard AIA form is acceptable.

Q12. Are the 3.5w LED waterproof fixtures provided by the owner and installed by the contractor, or are they provided and installed by the contractor?

A12. LED fixtures are to be provided and installed by the contractor.

Q13. Please confirm the quantity of existing piles to be removed.

A13. There appears to be 74 piles that need to be removed. This is based on aerial photography, but there may or may not be sections of piles under the water surface where damage occurred that will need to be removed.

Q14. What is the length of the existing timber piles?

A14. Unknown. The City does not have a copy of the As-Builts for this pier.

Q15. Will any of the concrete bulkhead need to be repaired?

A15. SDI: The pier will not be attached to the bulkhead. Any bulkhead repairs will be handled via separate project.

Q16. Confirm all hardware is to be 316SS.

A16. SDI: yes

Q17. Please provide tie-in detail for proposed pier to existing concrete bulkhead.

A17. SDI: the pier will not be attached to the existing bulkhead.

Q18. What is the required embedment for the timber piles?

A18. SDI: For bidding purposes assume 40 foot piles. A pile analysis is currently being finalized based on recently acquired geotechnical data. The modified bid schedule includes an add/deduct line items for longer or shorter piles.

Q19. Provide any subsurface data including borings or geotechnical reports.

A19. SDI: Attached

Q20. Technical specifications article 6 refers to a geotechnical study. Please provide a copy of this report to bidders.

A20 SDI: Attached

Attachment: RFP 21-BG-02 Brothers' Construction (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

Q21. Please confirm that if a test pile program is required as mentioned in technical specifications, article #3, the City will pay the contractor for the test pile program as a change order.

A21 SDI: Test piles are not required.

Q22. Technical specification, Article 6, #4 states that "there is no provision for encountering unforeseen soil conditions." With this blanket statement it will be difficult for contractors to properly price this project. Please provide an allowance amount contractors should include in their bid price. Alternately consider removing this verbiage.

A22 SDI: Please base your bid on the subsurface conditions stated in the Geotechnical Report. Should there be conditions that deviate from that reported by the Geotechnical Engineer, which require changes in the pile specifications or driving methodologies, this will be addressed during construction via Change Order, if deemed justifiable by the City.

Q23. Will the contractor be permitted to maintain their own pile driving logs?

A23 SDI: No. An independent Geotechnical firm must be hired at the Contractor's expense to monitor and maintain pile logs.

Q24. Technical specification, Article 6, #4 seems to place the burden and responsibility of unknown subsurface conditions on the bidding contractor. To avoid inflated bid prices to offset this note, we are requesting an allowance item be provided.

A24 SDI: See response above.

Q25. Technical specification, Article 11, #5 states that "the contractor shall use drilling equipment to achieve the required penetration dictated by the Manufacturer. Any Manufacturer." However, Tech. Spec. Article 11, #2 states that the required penetration is dictated by the Engineer. Please clarify who will dictate the required pile penetration. If it is a manufacturer, please provide the manufacturers name and contact information.

A25 SDI: There is no Manufacturer involved in this project. This note was inadvertently left in based on a prior design. Bids shall be based on 40 foot piles driven to full penetration. Should there be conditions that deviate from that reported by the Geotechnical Engineer, which require changes in the pile specifications or driving methodologies, this will be addressed during construction via Change Order, if deemed justifiable by the City.

Q26. What is the closest location the contractor can pull from to get temporary power?

A26 There is power available from the large pavilion in the southwest part of the property. It is located 516 feet from the concrete bulkhead of the pier.

Q27. It appears there are some trees blocking access to the pier. If these are removed during construction for access will they be required to be replaced?

A27 If the palm trees need to be taken down for construction access, they will be replaced by the City.

Q28. Sections of sidewalk located at the pier's access point will likely be cracked and require replacement. Please confirm if the contractor is to include sidewalk replacement in the bid price and if so under what bid item.

A28 SDI: The Contractor is required to restore the site to pre-construction conditions. Should the Contractor damage the sidewalk or any other Park structures, hardscapes, landscaping or other features during construction it will be their responsibility to repair, as required. There is no need for a line item in the bid

schedule to account for unforeseen or anticipated damages to items such as sidewalks as it is assumed that Contractor will take all necessary steps to avoid damages to public property. If a Contractor assumes they will damage and have to repair the sidewalk, the cost for this work can be included in any of the current line items in the Bid Schedule.

Q29. Can the contractor section off the corner area of the park including the pavilion structure during construction?

A29 This will be granted as needed. Staging needs will be discussed at the pre-construction meeting.

Q30. Are there existing electrical or water lines on the pier to be removed? If so, provide details including dimensions and requirements for capping.

A30. There are existing electrical lines on the pier to be removed and replaced for LED lighting. The line runs the length of the pier. There are no water lines on the existing pier.

Q31. Can the Contractor utilize the nearby boat ramp for construction operations?

A31 Yes

Q32. Technical Specification, Article 11 #2 refers to necessary load rating and minimum penetration but does not provide details on either. Please provide required load rating and minimum pile penetration.

A32.SDI: See responses above

Q33. Will the contractor be allowed to jet piles some portion of the way as long as the load bearing requirement is achieved.

A33 SDI: Piles can be jetted to a certain depth to assist with alignment and plumbness. At a minimum, the last 15 feet of pile should be driven.

Q34. It is anticipated that after questions are answered by the City, there may be follow up questions or additional clarification required. We respectfully request time to ask another round of questions once answers to these are provided.

A34 The last day for written questions is February 17, 2021 at 5:00pm. No additional time will be granted for questions.

Q35. Please provide the geotechnical report done by Universal Engineering Sciences.

A35. SDI: Geotechnical Report attached.

Q36. Please provide the bearing requirements for the new piles.

A36. SDI: Pile length and penetration or pile tip elevation is governed by the lateral loads on the structure.

Q37. Please provide the minimum tip elevation for lateral stability on the new piles.

A37. SDI is still evaluating the length of piles based on recently acquired geotechnical information. For bidding purposes use 12"x40' piles. The revised Bid Schedule attached with the Addendum provides a unit cost line item for an increase or decrease in the pile length.

Q38. Please provide the as-built for the existing structure please.

Q39. Please verify that all structural timber and decking is to be #1 Dense?

A39. SDI: Although it is apparent that #1 Dense material may be difficult to obtain due to material shortages, for bidding purposes assume #1 dense material for decking.

Q40. I have been told by my supplier that marine pilings are not available in #1 dense Please confirm if this requirement was an error?

A40 SDI: This is an typo in the specifications.

Q41. What are the work hour limitations for pile driving?

A41. 7:00am - 5:00pm Monday through Friday with weekend work permitted as approved by the City.

Q42. Please specify how many test piles will be required and there locations?

A42. SDI: Test piles will not be required.

Q43. The technical specifications show that all of the structural timber framing and decking is to be #1 dense treated with ACQ to .40. Typically the substructure timber framing is treated to .60 with CCA because it is in the splash zone where it will go through wet and dry cycles with the tide. Can this specification be amended?

A43. SDI: 0.60 CCA treated structural framing is better alternative than 0.40 ACQ treated material. Minimum No. 1 grade is required for all timber, No. 1 Dense is preferred. SDI will check with suppliers on availability but for bidding purposes assume No. 1 Dense.

Q44. ACQ treatment is not typically used anymore and has be changed to CA. Please revise this specification.

A44. SDI: CA is an acceptable alternative to ACQ treatment if more readily available. Treatment must comply with AWPAs Standards.

Q45. Are the handrail framing and posts to be #1 dense and treated to .40 as well?

A45. SDI: Yes, however CA treated lumber is acceptable as long as it complies with AWPAs Standards.

Q46. We have reached out to several mills regarding the #1 dense specification and none of them are willing to commit to producing it since they have a back log of orders for standard #1 & #2 dating back to the COVID shut down. Furthermore the production from these mills has been reduced due to CDC work place guidelines.

A46. SDI: See response to number 43.

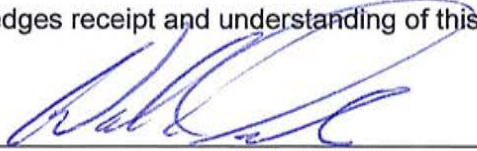
Q47. Does your Budget of \$689,810.00 take into account the drastic rise in lumber prices recently?

A47. SDI: The budget is based on an Engineer's estimate using typical per square foot cost for timber dock construction. This is only an estimate and does not necessarily factor in increased lumber prices. Respondents are to bid based upon their own take off of quantities and current material prices.

Q48. The piling specification calls for the pile to be #1 dense which is an erroneous spec. please revise.

A48. SDI: Specifications that piles are to be No.1 Dense is a typo. All piles are to be pressure treated.

Signature acknowledges receipt and understanding of this addendum.



Name/Title

Wade E. Diekman, President 3/2/21

Date



**ADDENDUM NUMBER 3
RFP 21-BG-02
NORTH PIER SUNRISE PARK
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-02** for the above request for **NORTH PIER SUNRISE PARK** 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.

The revised proposal pricing form has the electrical light scope listed as "1" "EA." For clarification, "EA" is the same as Lightning System "LS" as we were seeking a cost for the system not unit cost for individual items.

Signature acknowledges receipt and understanding of this addendum.

Name/Title

Wade E. Diekman, President 3/2/21

Date

PROPOSAL PRICING FORM
RFP # 21-BG-02
Sunrise Park North Pier Replacement

RFP Date: 3/2/21

TO: The City of Holly Hill, Florida

FROM: Custom Built Marine Construction

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 **Sunrise Park North Pier 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 **Sunrise Park North Pier Replacement** as follows:

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Timber Pier Reconstruction					
1	8'x328' Timber Access Pier - Materials and Labor	2,624.0	SF	80.00	209,920.00
2	12'x58' Timber Terminal Pier - Materials and Labor	696.0	SF	80.00	55,680.00
3	Timber Piles - 12" Dia. w/ Pile Wrap - Materials and Labor	87.0	EA	550.00	47,850.00
4	Timber ADA Railing - Materials and Labor	788.0	LF	65.00	51,220.00
5	Electrical / Lighting - Fixtures, Materials and Labor	1.0	EA	21,600.00	21,600.00
Total - Timber Pier Reconstruction					386,270.00

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM
Timber Pier Reconstruction - Other Costs					
6	Contractor Mobilization / Demobilization	1.0	LS	50,000.00	50,000.00
7	Demolition of Existing Structures	1.0	LS	65,000.00	65,000.00
8	Insurance, Licenses, Bonds and Misc.	1.0	SF	17,000.00	17000.00
9	Environmental Control Measures	1.0	EA	10,000.00	10,000.00
10	Survey Layout And Asbuilts	1.0	EA	20,000.00	20,000.00
Total - Timber Pier Reconstruction - Other Costs					162,000.00

SUMMARY

Timber Pier Reconstruction - Labor and Materials	\$ 386,270.00
Timber Pier Reconstruction - Other	\$ 162,000.00
Total	\$ 548,720.00

Total Base Bid

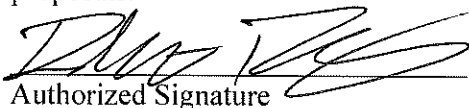
548,720.00

Total Base Bid in Writing: Five hundred forty eight thousand seven hundred twenty and 00/100

Bid schedule has been prepared to include major components of work.

It shall be the Respondent's responsibility to review plans and specifications and to bid accordingly.

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

Robert Belasic - Vice President

Printed Name & Title

Custom Built Marine Construction

Company

03/01/2021

Date

3119 Hammond Road

Address

Fort Pierce, FL, 34946

City, State, Zip Code

772-333-2383

Telephone No.

772-333-2390

Email Address.

21-BG-02 Sunrise Park North Pier Replacement

PROPOSER CHECK LIST

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

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

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

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

- ☐ The mailing envelope **must** be **sealed** and **marked** with Qualification Number "RFP # 21-BG-02, Proposal Title "Sunrise Park North Pier Replacement " and Due Date "March 2nd , 2020 @ 10:00 am".
- ☐ The Proposals will be mailed or delivered in time to be received no later than the specified **due date and time**. (Otherwise Proposals cannot be considered.)

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

Custom Built Marine Construction, Inc

Company


 Authorized Signature

Robert Belasic - Vice President

Printed Name & Title

Robbie@custombuiltmarine.com

Email

3119 Hammond Road

Address

Fort Pierce, FL 34946

City, State, Zip Code

772-333-2383

Telephone No.

772-333-2390

Fax No.

Attachment: RFP 21-BG-02 Custom Built Marine Construction (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

PROFESSIONAL SERVICES AGREEMENT

Sunrise Park North Pier Replacement Request for Proposal (RFP) 21-BG-02

THIS AGREEMENT is made and entered into this _____ day of XXX , 2021, by and between Custom Built Marine Construction, duly authorized to conduct business in the State of Florida and whose address is 3119 Hammond Road, Fort Pierce, 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 #21-BG-02), 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 two hundred and ten (210 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:

Robbie Belasic - Vice President (Name, Title)
Custom Built Marine Construction (Company)
3119 Hammond Road (Address)
Fort Pierce, FL 34946 (City, State, Zip)
772-333-2383 (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 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 CONCERNING 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 #21-BG-02

B. Firm Response to RFP

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

FIRMS

By: [Signature]
Custom Built Marine Construction, Inc

Dated: 3-1-21

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

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.

Custom Built Marine Construction

3119 Hammond Road

Company

Address

Robert Belasic

Fort Pierce, FL 34946

Authorized Signature

City, State, Zip Code

Robert Belasic - Vice President

772-333-2383

Printed Name & Title

Telephone No.

Robbie@custombuiltmarine.com

772-333-2390

Email

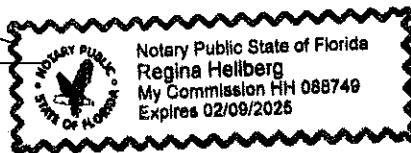
Fax No.

State of Florida)

City of Fort Pierce)

SUBSCRIBED AND SWORN to before me this 1 day of March, 2021, by Robert Belasic, who is personally known to me to be the VP for the Firm, OR who produced the following identification: _____.

Regina Hellberg
Notary Public



My Commission Expires: 2/9/2025

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
90	P-12337 Cordova Road Seawall Replacement	\$ 5,579,237.50
50	C20-04-300 Fisherman's Wharf Boat Ramp Replacement	\$ 652,881.32
35%	20-036 Santa Clara Beach Access Renovation	\$ 478,136.00

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.

\$ 11,667,246.00 **Total Fees for work done on all City projects**

REFERENCES:Bank(s) Maintaining Account(s): Center State BankSurety/Underwriter: (if required) Bond ProvidedOther References: (Use additional sheets if necessary)
See attached**TYPE OF FIRM:**

☒ Corporation/Years in Business: 30. 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.

Custom Built Marine Construction

3119 Hammond Road

Company

Address



Fort pierce, FL 34946

Authorized Signature

City, State, Zip Code

DECLARATION STATEMENT

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

RE: RFP NO. 21-BG-02 "Sunrise Park North Pier 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 #21-BG-02**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 1 day of March, 2021 in the City of Fort Pierce, in the State of Florida.

Custom Built Marine Construction

Company



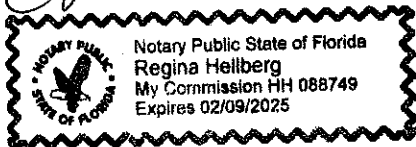
Authorized Signature

3119 Hammond Road

Address

Fort Pierce, FL 34946

City, State, Zip Code

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

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

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

INSURANCE REQUIREMENTS (Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP** Number and **Sunrise Park North Pier 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**.

Custom Built Marine Construction
Company

Authorized Signature
Robert Belasic - Vice president
Printed Name & Title
Robbie@custombuiltmarine.com
Email
Travelers/ Progressive
Insurance Agency

Signature of Proposer's Agent

3119 Hammond Road
Address
Fort pierce, FL 34946
City, State, Zip Code
772-333-2383
Telephone No.
772-333-2390
Fax No.



CUSTBUI-04

KNIFFENJ

DATE (MM/DD/YYYY)

3/1/2021

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER License # 0E67768 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458		CONTACT NAME: PHONE (A/C, No, Ext): (561) 776-0660 E-MAIL: ADDRESS:		FAX (A/C, No): (561) 776-0670
INSURED Custom Built Marine Construction, Inc. 3119 Hammond Road Fort Pierce, FL 34946		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Property Casualty Insurance Company		36161
		INSURER B: Progressive Express Insurance Company		10193
		INSURER C: Travelers Property Casualty Company of America		25674
		INSURER D:		
		INSURER E:		

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ZOL31M93296	2/20/2021	2/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HNO \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			03857729-4	7/19/2020	7/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			ZOX31M93315	2/20/2021	2/20/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Liability			ZOH16N1262A	2/20/2021	2/20/2022	P&I Liability 1,000,000
C	Equipment Floater			6603H56014A	2/20/2021	2/20/2022	Rented/Leased 600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 21-BG-02 Sunrise Park North Pier
 Certificate holder is named as an additional insured as respects to General Liability as required by written contract.
 30 Days Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

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

ACORD 25 (2016/03)

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Attachment: RFP 21-BG-02 Custom Built Marine Construction (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

CERTIFICATE OF LIABILITY INSURANCE							Date 3/1/2021	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage Insurer A: Lion Insurance Company Insurer B: Insurer C: Insurer D: Insurer E:			NAIC # 11075	
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	OTH-ER
							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: 91-67-632 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Custom Built Marine Construction, Inc. 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 03-01-21 (AR)								
Begin Date: 1/15/2014								
CERTIFICATE HOLDER				CANCELLATION				
CITY OF HOLLY HILL 1065 RIDGEWOOD AVENUE HOLLY HILL, FL 32117				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.				

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

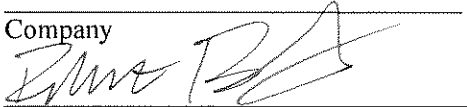
- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees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

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

☒ **YES**
☐ **NO**

Custom Built Marine Construction

Company



Authorized Signature

Robert Belasic - Vice President

Printed Name & Title

Robbie@custombuiltmarine.com

Email

3119 Hammond Road

Address

Fort Pierce, FL 34946

City, State, Zip Code

772-333-2383

Telephone No.

772-333-2390

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of St. Lucie

Robert Belasic _____, being first duly sworn, deposes and says that:

He/she is Vice President of Custom Built Marine Construction, 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.

Custom Built Marine Construction

3119 Hammond Road

Company

Address



Fort Pierce, FL 34946

Authorized Signature

City, State, Zip Code

Robert Belasic - Vice President

772-333-2383

Printed Name & Title

Telephone No.

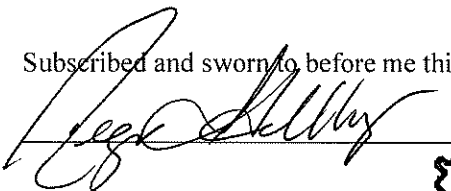
Robbie@custombuiltmarine.com

772-333-2390

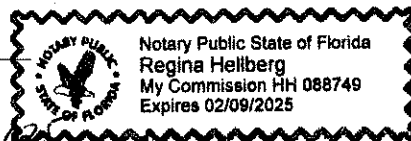
Email

Fax No.

Subscribed and sworn to before me this 1 day of March, 2021.



Title



My Commission Expires: 2/9/2025

ACKNOWLEDGEMENTS
RFP # 21-BG-02 Sunrise Park North Pier Replacement

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

From : Insert Information
"Contractor"

The Contractor agrees to provide Sunrise Park North Pier 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 Sunrise Park North Pier 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 eighty (180) 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 Sunrise Park North Pier Replacement within 210 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 1 day of March, 2021
(Month) (Year)

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

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

Address: 3119 Hammond Road, Fort Pierce, FL 34946

Telephone: (772) 333-2383 Fax: (772) 333-2390

Taxpayer Identification Number (TIN): 65-0183422

CORPORATION

By:  / Robert Belasic
 (Signature) (Print name)

Address: 3119 Hammond Road
 Fort Pierce, FL 34946

Telephone: (772) 333-2383 Fax: (772) 333-2390

Taxpayer Identification Number (TIN/EIN): 65-0183422

State Under Which Corporation Was Chartered:
 Florida

Corporate President: David Corrigan, Jr.
 (Print Name)

Corporate Secretary: Timothy P. Lennon
 (Print Name)

Corporate Treasurer: _____
 (Print Name)

CORPORATE SEAL

Attest By: _____
 Secretary

Signature: _____ Date: _____

21-BG-02 Sunrise Park North Pier 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.or
g 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: Custom Built Marine Construction

Authorized representative (printed): Robert Belasic

Authorized representative (signature): 

Project Number: 21-BG-02 Date: 03/01/2021

21-BG-02 Sunrise Park North Pier 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: Please See Attached
 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: _____



****Over Thirty Years' Experience****

3119 Hammond Road
Fort Pierce, FL 34946
Phone (772)333-2383
Fax (772)333-2390

REFERENCES

Project: Fisherman's Wharf Boat Ramp
Project Location: Fort Pierce, FL
Contract Price: \$627,905.00
Project Start: Nov. 2020
Project Completion: July 2021
Categories: Boat Ramp, Floating Dock, Fixed Dock, Embankment, Seawall
Scope of work: Installation of Boat ramp & Seawall
Prime Contractor: Custom Built Marine Construction Inc.
Contact: David Corrigan Jr.
Phone: 772-678-9419 – **Email:** Jr@custombuiltmarine.com

Project: Jupiter Reef Club
Project Location: Jupiter, FL
Contract Price: \$570,000.00
Sub-Contractor
Project Start: Jan. 2019
Project Completion: Aug. 10, 2020
Categories: Wave Wall
Scope of work: Installation of concrete sheet panel
Prime Contractor: Walker Contracting Group
Contact: Jason Swanson
Phone: 439-263-7500 – **Email:** jswanson@walkercontractinggroup.com

Project: Sanford Wave Wall
Project Location: Sanford, FL
Contract Price: \$585,212.00
Sub-Contractor
Project Start: May 11, 2020
Project Completion: July 10, 2020
Categories: Wave Wall
Scope of work: Installation of 300 plus linear feet of concrete sheet panel
Prime Contractor: Wharton Smith
Contact: Nelson Marty
Phone: 407-314-8999 – **Email:** nmarty@whartonsmith.com

Project: Cordova Seawall Replacement
Project Location: Ft Lauderdale, FL
Contract Price: \$5,759,237.00
Project Start: Oct 1, 2019
Project Completion: Feb 2, 2021
Categories: Steel Sheet pile & Concrete Cap
Scope of work: Installation of 2,203 linear foot of steel sheet pile & concrete cap
Prime Contractor: Custom Built Marine Construction Inc.
Contact: David Corrigan
Phone: 772-678-9419 – **Email:** jr@custombuiltmarine.com

Project: Reiter Park
Project Location: Longwood, FL
Contract Price: \$463,000.00
Sub-Contractor
Project Start: Nov 1, 2017
Project Completion: March. 2018 / Currently Under Construction
Categories: Wood Boardwalk
Scope of work: Installation of 12" diam. Wood pilings, wood structure and IPE Decking
Prime Contractor: West Construction
Contact: Matt West
Phone: 561-588-2027 – **Email:** mwest@westconstructioninc.net

Project: Bert Winters Boat Ramp
Project Location: Juno Beach, FL
Contract Price: \$360,000.00
Sub-Contractor
Project Start: Oct. 16, 2017
Project Completion: March. 2018 / Currently Under Construction
Categories: Boat Ramp
Scope of work: Demo Existing Boat Ramp, Install Permanent & Temporary Steel Sheet Pile, Dewater, grade, Form, Reinforce & Pour New Concrete Boat Ramp. Install Concrete Piles and Floating Docks
Prime Contractor: Collage Construction
Contact: Dave Trindade
Phone: 561-262-2773 - **Email:** dtrindade@collage-usa.com

Project: C-51 Canal Bank Stabilization
Project Location: West Palm Beach, FL
Contract Price: \$485,000.00
Prime Contractor
Project Start: June 2017
Project Completion: February 13, 2018
Categories: Marine, Steel Sheet Pile, C.I.P Concrete & Rip Rap
Scope of work: Install SSP, Rip Rap & Tremie Pour Concrete
Contact: Octavio Castillo
Phone: 561-682-6920 - **Email:** ocastil@sfwmd.gov

Project: Water Way Park
Project Location: Jupiter, FL
Contract Price: \$2,283,000.00
Sub-Contractor
Project Start: January. 2016
Project Completion: January. 2017
Categories: Sheet Pile, Concrete Cap, Boat Ramp, Floating Docks, Dredging, Boardwalk, Cast in Place Concrete Structures, Erosion Control
Scope of work: Construction of new park facilities including sheet pile, clearing, boat ramp, and floating dock.
Prime Contractor: West Construction
Contact: Matt West
Phone: 561-588-2027 – **Email:** mwest@westconstructioninc.net

Project: Clam Pass Boardwalk Repair

Project Location: Naples, FL (Collier County)

Contract Price: \$533,892.00

Prime Contractor

Project start: December. 2015

Project Completion: July. 2017

Categories: Wood Boardwalk Repair

Scope of work: Remove & Replace 12" Diam. Wood Pilings. Replace Hardware, Joists & Beams. Treat 300+ Existing Pilings with Fungicide Treatment and Wrap.

Contact: Margaret Bishop, Collier County Facilities Management/Sr. Project Manager

Phone: 1-239-252-8380 - **Email:** feliciakirby@colliergov.net

Project: Martin County Baffle Box

Project Location: Martin County

Contract Price: \$176,761.00

Prime Contractor

Project Start: September 2015

Project Complete: January 2016

Categories: Stormwater

Scope of work: Install Trench Shoring, Excavate & Remove 60" RCP, Install Nutrient Separating Baffle Box, Reinstall/Connect 60" RCP.

Contact: Greg S Nolte, E.I., Martin County Florida

Phone: 772-221-2380 - **Email:** gnolte@martin.fl.us

Project: Canal Point Pedestrian Bridge

Project Location: Canal Point, Florida (Palm Beach County)

Contract Price: \$210,000.00

Sub-Contractor

Project Start: June 2017

Project Complete: November 2017

Categories: Concrete Pilings

Scope of work: Auger Preformed Pile Holes and Install (4) 18"x 100' & (8) 14"x 50' concrete pilings to support Prefabricated Pedestrian Bridge.

Prime Contractor: West Construction

Contact: Matt West

Phone: 561- 588-2027 - **Email:** mwest@westconstructioninc.net

Project: Pump Station Culvert Pipe Replacement

Project Location: Sunrise, Florida

Contract Price: \$247,335.00

Project Start: October 2016

Project Completed: February 2017

Prime Contractor

Categories: Stormwater

Scope of Work: Install SSP Cofferdam/Trench Shoring, Dewater, Remove Existing 72" CMP and Replace with 72" HDPE, Form, reinforce & Pour New Concrete Headwalls and Place Rip Rap

Contact: Mark Winslow

Phone: 954-572-2390 - **Email:** mwinslow@sunrise.fl.gov

Project: Torry Island Marina
Project Location: Belle Glades, Florida
Contract Price: \$463,838.00
Sub-Contractor
Project Start: April 2015
Project Completed: February 2016
Categories: Concrete Piles, Wood Deck & Floating Docks
Scope of work: Install Concrete Pilings, Built Wood Structure w/Wood Decking & Install Floating Dock
Prime Contractor: Collage Construction
Contact: Dave Trindade
Phone: 561-262-2773 - **Email:** dtrindade@collage-usa.com

Project: Seminole County Wilderness Boardwalk
Project Location: Sanford (Black Bear Wilderness Area)
Contract Price: \$647,300.00
Sub-Contractor
Project Start: April 2014
Project Completed: December 2016
Categories: Wood Boardwalk w/Trex (Composite Decking)
Scope of Work: Clear & Grub, Install Wood Pilings, Wood Substructure & Railing, Install Trex (Composite Decking)
Prime Contractor: Shoemaker Construction
Contact: Dean Shoemaker
Phone: 407-322-3103 - **Email:** dean@shoemakerconstruction.net

**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 Robert Belasic - Vice President (Print
Individual's Name and Title)
for Custom Built Marine CONstruction
(Print Name of Entity Submitting Sworn Statement)
whose business is Incorporated

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0183422

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

[Signature]
(Signature)

Sworn and subscribed before me this 1 day of March, 2021.

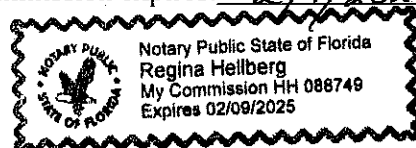
Personally known ✓

OR produced identification _____

(Type of Identification)

[Signature]
(Notary)
Notary Public State of Florida

My commission expires: 2/9/2025



VENDOR INFORMATION

Vendor is:

(X) Corporation

() Partnership

() Sole Proprietorship

() Other _____ (Explain)

Federal Employer Identification Number: 65-0183422

Firm Name: Custom Built Marine Construction

Mailing Address: 3119 Hammond Road, Fort Pierce, FL 34946

Telephone No.: 772-333-2383 Fax No.: 772-333-2390

Email Address: Robbie@custombuiltmarine.com Web Address: www.custombuiltmarine.com

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

Firm Name: _____

Remittance Address: _____

Submitted by: 

Name & Title Printed: Robert Belasic - Vice President

Attachment: RFP 21-BG-02 Custom Built Marine Construction (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

Contract Number: _____

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Custom Built Marine Construction		Doing business as (DBA)	
ADDRESS 3119 Hammond Road, Fort Pierce, FL 34946	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #: 65-0183422
This certification is submitted as part of a request to contract.			

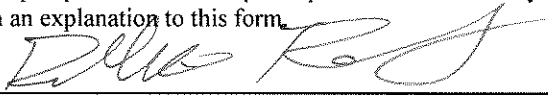
Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature:  Date: 3/1/2021

21-BG-02 Sunrise Park North Pier Replacement

Print Name and Title:

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION (FREQUENTLY ASKED QUESTIONS)

Note: This FAQ sheet was provided by the Washington State Military Department. Your sub-recipient agreement with Thurston County Emergency Management is subject to the same "debarment, suspension, ineligibility, and voluntary exclusion" requirements as described in this document. **Please return this Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form to Thurston County Emergency Management.**

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form

21-BG-02 Sunrise Park North Pier Replacement

completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

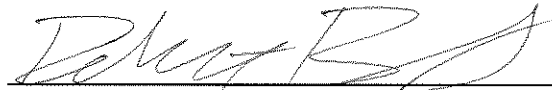
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Custom Built Marine Construction, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Robert Belasic - Vice President

Name and Title of Contractor's Authorized Official

3/1/2021

Date

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Custom Built Marine Construction Inc.
3119 Hammond Road
Fort Pierce, FL 34946

SURETY:

(Name, legal status and principal place of business)

NGM Insurance Company
55 West Street
Keene, NH 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

RFP/Contract No: 21-BG-02 - Timber pier removal and replacement - 1135 Riverside Drive, Holly Hill, Florida

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of March, 2021

(Witness)


(Witness) Tracey C. Brown-Boone

Custom Built Marine Construction Inc.

(Principal)

(Seal)

By: 
(Title)

NGM Insurance Company

(Surety)

(Seal)

By:

(Title) Kevin Wojtowicz Attorney-in-Fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03086794

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Stephanie McCarthy, Jessica Reno, Jack Neu, Daniel Oaks, Laura D. Mosholder, Kevin Wojtowicz**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

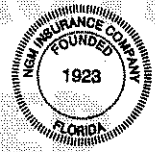
Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Senior Vice President,
General Counsel and Secretary

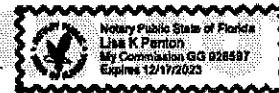


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Loa K. Penite



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

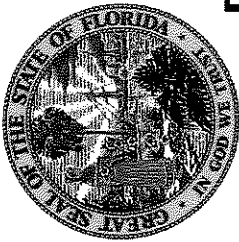
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

2nd day of *MARCH*, *2021*

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

Ron DeSantis, Governor



Halsey Beshears, Secretary



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

CASWELL, STEVEN MARK

CUSTOM BUILT MARINE CONSTRUCTION, INC.
 3119 HAMMOND RD
 FT PIERCE FL 34946

LICENSE NUMBER: CGC1504917

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.

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CUSTOM BUILT MARINE CONSTRUCTION, 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.
3119 HAMMOND ROAD

6 City, state, and ZIP code
FORT PIERCE, FL 34946

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is 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

6	5	-	0	1	8	3	4	2	2
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of
U.S. person ▶

Date ▶

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

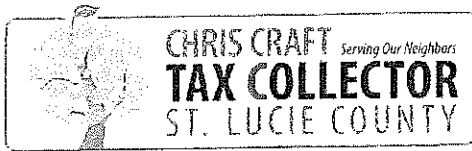
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (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.

**2020 - 2021****St. Lucie County Local Business Tax Receipt**

Facilities or machines # Rooms # Seats # Employees #10 Receipt #1018038
 Type of business 1500 BUILDING CONTRACTOR Expires SEPTEMBER 30, 2021

DBA name Custom Built Marine Construction Inc Business Steven Mark Caswell
 Mailing address: Steven Mark Caswell Business location: 3119 Hammond Road
 3119 Hammond Road Fort Pierce, FL 34946
 Fort Pierce, FL 34946

RENEWAL		City of Pt St Lucie	CGC1507592
Original tax:	\$12.35		L50394
Penalty:			
Collection cost:		Paid 09/02/2020 12.35	0005-20200902-009835
Total:	\$12.35		

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Steven Mark Caswell
 3119 Hammond Road
 Fort Pierce, FL 34946

Attachment: RFP 21-BG-02 Custom Built Marine Construction (2021-R-2 : Sunrise Park North Pier Replacement 21-BG-02)



2781 S.W. 56th Avenue • Pembroke Park, Florida 33023
Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

SUNRISE PARK NORTH PIER REPLACEMENT **Proposal No. 21-BG-02**

Shoreline Foundation, Inc. Contact: James A. Royo, President

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

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Tab 1:
Shoreline Foundation, Inc
Cover Letter



2781 S.W. 56th Avenue • Pembroke Park, Florida 33023
Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

February 26, 2021

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Re: RFP No. 21-BG-02 Sunrise Park North Pier Replacement

Shoreline Foundation, Inc. would like to take this opportunity to thank you for allowing us to provide you with our proposal for this project and to convey our sense of enthusiasm about working with you on this endeavor.

Our understanding of the project is the City wishes to remove the existing wooden pier in its entirety and replace it with a new wooden pier inclusive of hand rail and lighting. As the contractor we would be responsible for:

- Demolition of the existing wooden pier structure.
- Supply and installation of the 8' and 12' wooden pier including piles, joist, stringers and decking
- Supply and installation of the wooden ADA handrail
- Supply and installation of foot lighting
- Coordination with the City, Engineer of Record, Building Department, Permitting Agencies throughout the construction of the project.
- Establishing a safe working area for the protection of the public as well as our staff.

We have thoroughly reviewed the contract drawings and conducted a field visit to familiarize ourselves with the existing conditions. We are in receipt of Addenda #1-2 and incorporated the information contained into our project approach and proposal. It is our intent to complete this project in the allotted contract length to the lines and grades depicted in the construction drawings and in accordance with State, Federal and local laws and standards as well as permit requirements.

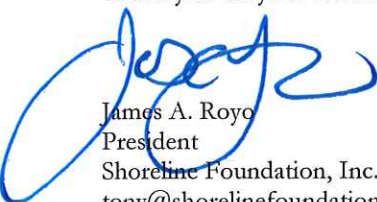
Shoreline Foundation, Inc. is a premier Marine Contractor with offices throughout Florida, The Bahamas, and Caribbean. Shoreline Foundation, Inc. has built a steadfast reputation on delivering high-end projects that exceed the owner's expectations. We strive to incorporate local suppliers and labor forces on all our projects. We are fully outfitted with licensures in Florida, Georgia, Texas, Louisiana, Nassau Bahamas, and The Turks and Caicos Islands.

Shoreline Foundation, Inc. has one of the most extensive Insurance Policies in the Marine Construction Industry. Not only do we have a \$1M General Liability Policy, we also carry \$10M in Excess Liability and Longshoreman's Insurance.

All of the SFI Foreman and Supervisors are OSHA 10-hour certified and CPR Certified. These are our minimum requirements which are continually supplemented by a continuing education process as facilitated by our full-time corporate safety officer in coordination with our independent safety officer consultant. Safety is job one.

SFI expert crews have been installing concrete piling and constructing marine projects throughout Florida and the Caribbean for over 30 years. With an average tenure of over 15 years for our key field personnel there is little left to chance when it comes to on-site challenges. Our Full-time OSHA Safety Training Officer, Professional Engineers and Project Management Team are the best in the industry.

Thank you for your consideration and feel free to contact me or any of my team for assistance or additional information.



James A. Royo
President
Shoreline Foundation, Inc.
tony@shorelinefoundation.com
954.985.0460

Tab II: Corporate Experience and Capacity



2781 S.W. 56th Avenue • Pembroke Park, Florida 33023
 Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

Corporate Profile

Shoreline Foundation Inc's mission statement is *"To provide our clients with the benefits of our knowledge, experience and installation methods to deliver a quality product on time and within budget"*.

Shoreline Foundation, Inc. was incorporated in 1986 and focused mainly on marine construction activities. In 1989, the company expanded to additional areas of expertise. These areas were grouped into the following segments: roads division, auger division and marine division. Whereas, each of these divisions would focus on a specific target market and concentrate its efforts on developing sizeable market share for that division. The divisions are more clearly defined as follows.

Roads division	Temporary and Permanent sheeting, shoring, bridge construction, foundation piling and pin pilings.
Auger division	Auger cast pile installation and their testing.
Marine division	Marina construction, seawall construction, maintenance dredging, canal excavation, mangrove planter creation and wetland restoration.

Since our Incorporation in 1986 Shoreline Foundation, Inc. has consistently grown and stands today as one of the premier specialty Marine and Foundation Contractors in the country. Shoreline Foundation, Inc. has consistently been named to Engineering News Record's top 600 specialty Contractors.

Our three founding partners; James Royo (President) – 33.3% , John McGee (Vice-President) – 33.1% , and Barry Reed (Vice-President/Secretary) - 33.1% have over 100 years combined experience in the construction industry in South Florida. As principals of Shoreline Foundation, Inc. over the past 34 years, the "partners" have remained directly involved in each facet of the company's success. To this, we are proud to have consistently provided quality Projects to the private, public, and commercial clients which have all contributed to our ongoing success.

Shoreline Foundation, Inc. currently has over 50 full-time employees. We are proud of the loyalty and tenure of our key personnel with our field managers and supervisors averaging 14 years of continuous and successful employment. The experience and consistency of our employees is paramount to our past and future success. The continued involvement of our partners and experience of our key staff at Shoreline Foundation, Inc. offers our clients the resources of a large corporate construction company with the hands-on feel of small privately held and operated enterprise.

*Please see attached for our resumes of key personnel and list of equipment.

Resumes of Key Personnel

James (Tony) A. Royo

9/15/58

President / Co-Founder / Partner

Overview:

A Senior-level Business Management Executive, James (Tony) Royo has more than 35 years of diverse experience and proven record of developing business growth programs and implementing directives achieving strong, sustainable results. As one of the Founding Partners, Mr. Royo has served as President of Shoreline Foundation, Inc. since its inception in 1986 and has led the company to becoming highly-successful.

With overall responsibility for corporate reputation, his extensive experience includes finance, property and job procurement, workers compensation and liability insurance, project bidding, legal matters, bonding, licenses, and foreign marketing. Mr. Royo oversees all operational aspects of Shoreline Foundation, Inc. in order to insure the company's success and profitability. He is accountable for providing strategic direction for the organization, coordinating the day-to-day development and investment activities of the firm, and ensuring company objectives are consistently achieved.

Mr. Royo is also responsible for coordinating and overseeing growth opportunities for Shoreline outside the United States, and for targeting new businesses, growing and increasing penetration of existing businesses, and leading the development of business and operations in emerging markets. Tony is at the forefront of identifying foreign market opportunities and understanding the complexities affiliated with these new ventures.

Tony serves as the company's chief strategist, responsible for leading Shoreline's strategic management processes and development activities as well as managing the company's relationship with alliance partners.

Areas of Expertise:

- | | |
|--|--|
| ☐ Financial Capital/Investment Solutions | ☐ Strategic Leadership & Execution |
| ☐ Market/Industry Trends | ☐ Foreign Marketing |
| ☐ Budget/Finance/Administration | ☐ Key Partnerships & Alliances |
| ☐ Organizational Development | ☐ Licenses, Insurance & Legal Matters |
| ☐ Risk Assessment/Management | ☐ Project Administration/Implementation |
| ☐ Multi-Million Dollar Contract Negotiation | ☐ Business Plans and Due Diligence |

Qualifications Summary:

- ***Successful strategist, architect and engineer on all business matters*** with the ability to develop inventive, cutting-edge marketing and financial strategies, which consistently deliver return on investment for the firm.
- ***Well-developed client relationship skills.*** Developed vital network of business contacts and formulated relationships with key centers of influence and individuals in corporations, as well as, financial and investment institutions. Instrumental in the acquisition and retention of key clients and new business.
- ***Strategic thinker and visionary leader*** experienced developing and executing short- and long-term tactical financial plans, and managing project implementations for aggressive growth. ***Experienced in environments of rapid expansion, reorganization, and operational challenges.***
- ***Consistent ability to positively impact the bottom line*** through effective development of financial models, budget management and establishing profitable business units. ***Ethical, committed professional*** capable of upholding the highest standards of compliance.

James (Tony) A. Royo

Page Two

President / Co-Founder / Partner

Educational Background:

Studies in Marine Biology

Former Employment:

Tony worked for Miami Marine Contractors as a Project Manager and Carpenter.

Certificates:

Certificate of Competency in Marine Construction, Structural Engineering, General Builder, and Pile Driving in Dade, Broward, Monroe, Palm Beach, Collier and Indian River counties in Florida.

State of Florida	General Contractors License #CGC1517337
Broward County	Certificate of Competency #88-1022
Broward County	Occupational License Tax #188-0000564
City of Key West	Occupational License #99-04139
City of Key West	Certificate of Competency #763
Collier County	Occupational License Tax #914035/02101201
Collier County	Contractor Licensing #11879
Indian River County	Competency Card #8111
Metropolitan Dade County	Certificate of Competency #E1922
Miami-Dade County	Municipal Contractors Occupational License #30-1649368
Monroe County	Certificate of Competency #Eng. II 238B
Palm Beach County	Certificate of Competency #U-16S7S
Town of Pembroke Park	Occupational License #7990

Barry S. Reed

3/15/61

Vice President / Co-Founder / Partner

Overview:

Barry is a highly experienced Marine Construction Operations and Project Management Executive with demonstrated strengths in large scale, high-end and fast-track multi-million dollar projects. He is an extremely hands on partner and directly accessible to clients with a proven ability to continuously deliver results. His technical expertise is in deep foundation pile shoring design as well as strong capabilities in underground shoring. He is very versatile in design/build of marinas with excavation expertise.

Mr. Reed is responsible for planning, directing, and coordinating all project-related field activities. He is accountable for the entire construction process including full P&L responsibilities. He provides management, coordination and oversight in all aspects of project delivery systems including budgeting, estimating, constructability, scheduling and phasing, regulatory authorities, purchasing, and quality control. He provides direct supervision of Project Managers, staff, and subcontractors

Barry consistently provides superior decision-making for a wide range of experience on large-scale projects, as well as brings a vast array of knowledge to any project that starts from project feasibility on through site planning, design, budgeting, value engineering, scheduling, material and sub-contractor buy-outs, negotiating, change orders, and claim resolution to end user occupancy.

Areas of Expertise:

- | | | |
|---|---|---|
| ☐ Construction Operations/Production | ☐ Multiple Site Project Management | ☐ Strategic Planning/Budgeting |
| ☐ Contract Administration | ☐ Cost Control Measures | ☐ Bidding and Estimating |
| ☐ Scheduling and Phasing | ☐ OSHA Compliance/Safety | ☐ Quality Control Initiatives |
| ☐ Purchasing/Procurement/Logistics | ☐ Plan Review/Change Management | ☐ Regulatory Authorities |
| ☐ Subcontractor Relations/Management | ☐ Equipment Maintenance | ☐ Closeouts and Finishes |

Qualifications Summary:

- *Noted for exercising excellent judgment* in overall integration and coordination of various trades into the complete project. Involved in complete project life cycle from estimating and bidding to following each trade to award.
- *Excellent interpersonal and communication skills* resulting in effective relationships with owners representatives, architects, engineers, subcontractors, vendors and clients on a professional level and project associates at all levels.
- *Outstanding record* of meeting budgetary, schedule and performance requirements. Highly involved with and committed to superior quality control, and ensuring client expectations are met/exceeded. Impeccable work ethic, meticulous attention to detail, and exceptionally driven to exceed expectations.

Barry S. Reed

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Vice President / Co-Founder / Partner

Current Projects:

Past Projects:

FDOT N.W. 57th Avenue Emergency Repair, Miami, FL - 2005

Port of Miami Emergency Dredging, Miami, FL - 2004

LA Fitness Sports Club, North Miami, FL - 2003

Miami International Airport Runway Tunnel, Miami, FL - 1999

Atlantis Marina, Paradise Island Nassau, Bahamas - 1998

Deering Bay Marina, Coral Gables, FL - 1992

Certificates:

Graduate of Union Technical School as a Certified Welder with a Specialty in Millwrights Pile Drivers and Divers

Former Employment:

Like his father before him, Barry has lived his entire life in and around marine construction. Former employment includes Local 1026 Millwrights Pile Drivers and Divers; as well as Bunnell Foundation as a Foreman for MetroRail and Town & Country Mall projects.

John R. McGee

10/13/59

Vice President / Co-Founder / Partner

As a Vice President and founding partner of Shoreline Foundation, Inc., John has earned a reputation for accepting nothing less than excellence in marine and pile driving construction. John has extensive knowledge in all aspects of company management and financial policies.

Mr. McGee is responsible for the administration and construction oversight of the entire project life cycle for marine projects accountable for budgets, cost management, purchasing, quality control, project documentation, logistics, planning, scheduling, execution and completions. He is directly involved in the project from the conceptual estimating stage to the bidding stage and then follows each trade from award to completion. His input to contract negotiations prior to the start of construction is essential to the administration of these contracts throughout the construction period.

He has comprehensive expertise in the fields of marine operations, project management, employee scheduling, subcontractor scheduling, quality control, job safety and equipment maintenance. Mr. McGee is versatile, articulate and profit-minded with extensive experience in planning, development, administration and management of construction operations with a consistent record of achievement in improving quality, accountability and efficiency. He possesses excellent construction specifications analysis and has in-depth knowledge of architectural, structural, and mechanical systems.

John has demonstrated his managerial skills on a variety of projects from management of the design process through completion of construction, interacting with design teams, clients and construction trades. Clients admire his commitment to quality and service standards, his attention to detail and his ability to get the job done right and on schedule under even the most difficult circumstances.

Areas of Expertise:

- | | | |
|---|---|--|
| ☐ Construction Operations/Production | ☐ Multiple Site Project Management | ☐ Budgeting/Tracking |
| ☐ Contract Administration | ☐ Cost Control Measures | ☐ Bidding and Estimating |
| ☐ Scheduling and Phasing | ☐ OSHA Compliance/Safety | ☐ Quality Control Initiatives |
| ☐ Purchasing/Procurement/Logistics | ☐ Plan Review/Change Management | ☐ Regulatory Authorities |
| ☐ Subcontractor Relations/Management | ☐ Equipment Maintenance | ☐ Closeouts and Finishes |

Qualifications Summary:

- **Seasoned staff manager, mentor and developer.** Excellent interpersonal and communication skills resulting in effective relationships with city and state officials, owner representatives, architects, engineers, subcontractors, vendors, clients, and project associates at all levels, from diverse multicultural backgrounds.
- **Creative problem solver, adept in evaluating critical business needs.** Resourceful troubleshooter capable of developing and initiating creative solutions to complex operating problems, performing well under pressure.
- **Outstanding record** of meeting budgetary, schedule, and performance requirements. Highly involved with and committed to superior quality control, and ensuring client expectations are met/exceeded. Impeccable work ethic, meticulous attention to detail, and exceptionally driven to exceed expectations.

John R. McGee

Page Two

Vice President / Co-Founder / Partner

Current Projects:

Blue Points Marina, Port Canaveral, FL
 Steel Sheet Pile, Fisher Island, Miami, FL
 Haulover Park Marina Phase II, Miami, FL
 Founders Park Marina, Islamorada, FL
 M.B. Miller Pier, Panama City Beach, FL
 Dan Russell Pier, Panama City Beach, FL

Past Related Projects:

City of Miami Bicentennial Park, Phase 1, Miami, FL – 2004
 Port of Miami Structural Upgrades, Port of Miami, FL – 2004
 Haulover Park Marina, Phase 1, Miami-Dade County
 Boca Raton Inlet Beach Re-nourishment Palm Beach County – 2004
 Marina Construction @ The -Diplomat Hotel, Hollywood, FL – 2003
 One Watermark Marina, West Palm Beach, FL – 2003
 Canal Maintenance Dredging, Miami, FL – 2002
 FDOT Bridge over Intracoastal @ Hallandale Beach, FL – 1999
 Chula Vista Canal System Improvements, 41.5 miles, Fort Lauderdale, FL – 1999
 Sunset Harbor Marina, Key West, FL – 1998
 Tampa Marriot Hotel, Tampa, FL – 1998

Former Employment:

Superintendent with Marine Construction Company/Bunnell Foundation and Garcia Marine as a Pile Driver.

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

Charles M. Diveto III, PE, GC

525 North Ocean Blvd - #1418, Pompano Beach, FL 33062
Telephone: (305) 345-0742 * Email: cmdiveto@comcast.net

CONSTRUCTION PROJECT MANAGER

Goal driven, results orientated construction manager with more than nine years field experience possessing excellent detail-orientated planning, management & financial responsibility. Open minded leader recognized for creative thinking, strong organizational skills and effective problem solving. Outstanding relationship building skills with subcontractors, clients and team members.

Professional Strengths:

- | | | |
|-------------------------|---------------------------|-------------------------------------|
| • Contract Negotiations | • Team Player | • Professional Civil Engineer (PE) |
| • Multi-tasking | • Project Closeout | • Certified General Contractor (GC) |
| • Proactive Management | • Construction Scheduling | • Pay Application Review |
| • Detail Orientated | • Structural Inspector | • Construction Estimator |

Key Achievements:

- Project Manager of the Trump International Hotel and Tower, a 24-story, \$120M five-star condo-hotel
- Review and coordinate all design plan scopes including Architectural, Structural, Mechanical, Plumbing, Electrical, Irrigation, and Landscaping with ongoing field conditions
- Project Manager of public and private marine projects for US Army Corps of Engineers, Palm Beach County, Miami Dade County, Sarasota County, City of Sunny Isles Beach, and Moss & Associates
- Project Engineer for Broward County Convention Center Access Ramp project reviewing all submittals, pay applications, and liaison to Port Everglades
- Civil Engineering design including water, sewer, paving and drainage for multiple projects including Riviera Isles by MINTO in Miramar, Florida

Professional Experience:

SENIOR PROJECT MANAGER

2010 - 2012

Shoreline Foundation, Inc. – 2781 SW 56 Avenue, Pembroke Park, FL 33023

- Project Manager of public and private marine projects for US Army Corps of Engineers, Palm Beach County, Miami Dade County, Sarasota County, City of Sunny Isles Beach, and Moss & Associates
- Hands on responsibilities include managing subcontractors contracts, schedules and financial activities from change orders to pay applications, implementing material delivery schedules, coordinating field activities with superintendents, and acting liaison with Owner representative
- Review and coordinate all design plan scopes including Civil, Architectural, Structural, Plumbing, Electrical, Irrigation, and Landscaping with ongoing field conditions

CONSTRUCTION PROJECT MANAGER

2006 - 2009

Stiles Corporation - 300 SE 2nd Street, Fort Lauderdale, FL 33301

- Project Manager of the Trump International Hotel and Tower, a 24-story, \$120M five-star condo-hotel resort on Fort Lauderdale Beach, Florida
- Hands on responsibilities include managing subcontractors contracts, schedules and financial activities from change orders to pay applications, implementing material delivery schedules, coordinating field activities with superintendents, and acting liaison with Owner representative
- Review and coordinate all design plan scopes including Architectural, Structural, Mechanical, Plumbing, Electrical, Irrigation, and Landscaping with ongoing field conditions
- Project completed ahead of schedule, with a savings of \$500,000 on the preliminary project budget

STRUCTURAL INSPECTOR / CIVIL ENGINEER

2003 - 2006

DeRose Design Consultants - 470 South Andrews Avenue, Ste 206, Pompano Beach, FL 33069

- AutoCAD designer and structural field inspector for commercial and residential projects in Broward and Palm Beach Counties
- Reviewed civil and structural shopdrawings for residential and commercial projects, including but not limited to: rebar, post-tension cables, sewer and drainage structures, water materials and concrete mixes
- Project Engineer for Broward County Convention Center Access Ramp project reviewing all submittals, pay applications, and liaison to Port Everglades
- Authored '2005 Conditional Assessment Report for Facilities within Port Everglades'

Charles M. Diveto III, PE, GC

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CIVIL ENGINEER

2000 - 2003

Winningham and Fradley, Inc - 111 Northeast 44th Street. Oakland Park, FL 33334

- Microstation drafting for commercial and residential projects in Broward and Palm Beach Counties
- Civil Engineering design including water, sewer, paving and drainage for projects including Hawk's Landing in Plantation, Florida; Bank of America, Rick Case Honda, the intersection of Dykes Road and Miramar Parkway, Honey Hill Road, and Riviera Isles by MINTO in Miramar, Florida
- Participated in Local Municipal Development Review Committee (DRC), Architect Advisory Committee (AAC), Planning and Zoning (P&Z) Meetings; and, participated in Broward County Commission Hearings
- Conduct field inspections for Water & Sewer, including pipe connections and pressure tests, main flushing and bacteriological sampling, and sewer lamping & video; and, Paving & Drainage including subgrade, limerock, asphalt, lamping and asbuilt review.
- Calculate project cost estimates, prepare schematic site planning designs, and review civil shopdrawing submittals
- Conducts permit acquisitions with the local municipal building departments, and required civil agencies

Education:

- Bachelor of Science in Civil Engineering, August 2000
- Florida International University, Miami, Florida
- Graduated: Magna Cum Laude, GPA = 3.77

Licenses:

- Certified General Contractor License #CGC1517146, April 2009, State of Florida
- Professional Engineering License #63942, October 2005, State of Florida
- Real Estate Sales License #SL3072866, January 2004, State of Florida

Computer Experience:

- Proficient in the use of AutoCAD and Microsoft Office
- Educated in Microstation, Primavera and ProLog

Honors and Awards:

- National Dean's List Publication - 2000 & 1999
- FIU Dean's List - 2000 (spring, summer), 1999 (spring, summer, fall), 1998 (summer, fall)
- Chi Epsilon, National Civil Engineering Honor Society - 2000
- Phi Kappa Phi Honor Society - 2000
- Tau Beta Pi, National Engineering Honor Society - 1999
- Golden Key National Honors Society - 1998

FRED MAXWELL, Superintendent

OVERVIEW

With over 25 years of marine construction experience, Fred is responsible for overseeing daily operations of the Marine Division. Transforming construction drawings into steel, concrete, and wooden structures requires daily coordination of eight construction crews, scheduling of specialty equipment, and the provision of constant attention to the needs of the client. Over the last 18 years, Fred's dedication to detail has resulted in the creation of landmark marine facilities throughout South Florida and the Caribbean.

AREAS OF EXPERTISE

- | | | |
|--|--|--|
| ☐ Multiple Site Project Management
☐ Contract Administration
☐ Scheduling and Phasing
☐ Purchasing/Procurement/Logistics
☐ Subcontractor Relations/Management
☐ Governmental Guidelines | ☐ Construction Operations
☐ Cost Control Measures
☐ Relationship Management
☐ Plan Review/Change Management
☐ Strategic Planning/Budgeting
☐ Building Codes and Permits | ☐ Production
☐ Estimates/Bidding
☐ OSHA Compliance
☐ Regulatory Authorities
☐ Quality Control/Safety
☐ Closeouts and Finishes |
|--|--|--|

QUALIFICATIONS SUMMARY

- *Seasoned Superintendent* in the marine construction industry including new and retrofit projects. Excellent construction specifications analysis with success directing operations, enhancing growth and implementing directives achieving strong results.
- *Exceptional leadership skills* with extensive experience in planning, development, administration and management of multi-million dollar marine project operations. Consistent record of achievement in improving quality, accountability and efficiency.

PROFESSIONAL EXPERIENCE

Shoreline Foundation Inc.

1989 to present

■ Superintendent

Manage operational and project performance in areas encompassing project life cycle management, field operations, contract fulfillment, scheduling, material procurement, resource allocation, client service delivery, subcontractor relations and management, quality assurance, job site safety, budgets/fiscal management, and strategic execution of projects. Hold full fiscal accountability and manage culturally diverse staff.

- Effectively schedule highly qualified foremen, subcontractors, and field employees.
- Resolve daily problems on job site and personally inspect all work during project to ensure compliance with client requirements. Oversee project activity through to completion.
- Improved overall quality of service delivery by developing, implementing, and documenting best practices.
- Negotiated supply contracts for materials that resulted in significant decrease in costs while maintaining delivery schedules.
- Developed several company operating codes and labor, safety and performance standards.
- Proven ability to coordinate all aspects of a project, and lead, direct and motivate staff to accomplish desired goals.
- Consistently meet project deadlines on-time, within budget, as well as, adhere to the highest quality standards.

TRAINING AND CERTIFICATIONS

40-Hour Training Course, OSHA
 Certification of Completion, Caterpillar

Salin A. Daher

Loxahatchee, FL 33407

Telephone: (305)345-3278 / Email: sdaher@shorelinefoundation.com

SUPERINTENDENT

OBJECTIVE:

To retain sustainable employment as a Superintendent & pile driver foreman.

EXPERIENCE:

1989 – Present: **SHORELINE FOUNDATION, INC.**, Pembroke Park, FL

Title: Superintendent

- Scheduling of field employees
- Scheduling of Subcontractors
- Quality Control Assurance
- Job Site Safety
- Ensure Equipment Maintenance is performed on delegated equipment
- Tug Boat Captain
- Forman of Barge, Crew #3, 110' x 32' barge with a 75 ton American Crane on board

RECENT PROJECTS:

KING'S BAY NAVAL SUBMARINE BASE

Project scope: Installation of temporary cofferdam within open bay, remove existing vegetation and excavate within cofferdam from + 7 to -18. Install Permanent King/Sheet Pile configuration (approximately 470 lf) to create a new Land/Water Interface (LWI). Install Concrete pile anchor system within LWI with 3.5" Tie Rods to stabilize LWI. Encapsulate steel pile with 5000 psi Marine concrete wall/cap and surround entire LWI with filter fabric, bedding stone and Rip Rap (8" thick) extending 40' into the bay on 3 sides from the LWI.

GATOR LAKE SHORELINE STABILIZATION

Project Scope: Construction of four (4) Breakwater Structures (48'x 120') each, one (1) Groin Structure (48'x 200') & four (4) Warning Signs & Marine Navigational Lights on Timber Piles. The construction of the four (4) Breakwater & (1) Groin Structures included the placement of approximately 7,865 Tons of Armor Stone, approximately 1,501 Tons of Core Stone placed on 33,840 square feet of Marine Mattress filled with approximately 2,765 Tons of Bedding Stone.

USCG MIAMI MAIN & GOV'T CUT CHANNEL RANGE LIGHTS

Project Scope: Furnish and install four channel markers constructed of 66 inch steel caissons at four different locations in the Atlantic waters located off of Port of Miami.

MARGATE CANAL STABILIZATION

Project Scope: A design/build project in partnership with ADA Engineering, Inc. to stabilize the existing canal bank, including engineering and calculations, layout survey, construction drawings,

constructed from within the canal via barge, slope grading and sod, supply and install 7,500 tons bedding stone. Supply and install 1,800 tons of rip rap boulders.

LAUDERHILL CANAL EWP 26, 28 & 29

Project Scope: Demolition and reconstruction of the canal banks with sand cement bags rip rap boulders, and sheet piling in the City of Lauderhill, FL.

BICENTENNIAL PARK PHASES I-IV

Project Scope: As designed by Edwards & Kelcey, this project required the stabilization of the Bicentennial Park Shoreline. Work was comprised of 3,400 linear feet of steel sheet pile bulkhead, 10' high cast-in-place reinforced concrete bulkhead cap, 10' wide pedestrian walkway and placement of 8,000 tons of rip rap type limestone boulders along the newly constructed seawall. SFI and the City were required to insure and maintain public safety during construction while still allowing the remainder of the park to be used for public events.

EDUCATION:

- US Merchant Marine Officer License “Master of near coastal steam or motor vessels of not more than 50 gross tons; also, authorized to engage in commercial assistance towing”, March 24, 1995.
- Caterpillar, Certificate of Completion, March 9, 2002.
- OSHA, 40 Hour Training Course, October 2004.

SFI Equipment List

SFI CODE	DESCRIPTION	VALUE
BARGES		
MB	160 X 50 X 8.6 MOBRO BARGE W/ 2 24" X 60' SQUARE SPUDS	\$650,000
B3	120 X 45 X 7 BARGE INCLUDES (2) 18" X 60' SPUDS	\$342,650
B4	2006 WORK BARGE HOMEMADE	
B5	30' X 11 1/2' X 2' WORK BARGE BUILT IN 2007	
B6	2005 HOMEMADE BARGE 1'6" X 10' X 25'	
BH	HOMEMADE BARGE (MEDIUM SIZE) 18 1/2' X 9' 11" X 31'6"	
BJ	HOMEMADE SMALL BARGE 36' X 12' X 2'	\$7,549
F8	MOBRO 40' X 100' SPUD BARGE	\$135,000
B5	(10) 10' X 40' X 5' PIN BARGES. (4) SPUDWELLS (2) SPUDS	\$110,000
HX	DELTA FLIPPER ANCHORS	\$45,868
HW	(2) HYDRAULIC WINCHES (4) WINCHES	\$526,695
CRANES		
C2	4460 AMERICAN TRUCK CRANE 45 TONS	\$35,000
C5	5299 AMERICAN CRAWLER CRANE	\$104,184
C9	4460 AMERICAN TRUCK CRANE 45 TONS	\$48,750
CA	4460 AMERICAN TRUCK CRANE 45 TONS	\$48,750
CJ	5530 AMERICAN TRUCK CRANE 60 TONS	\$124,050
CB	7260 AMERICAN CRAWLER 100 TON W/ 190' OF BOOM	\$185,000
CK	9299 AMERICAN CRAWLER CRANE 160 TON	\$318,000
CL	LINK BELT-2016 110 TON CRANE	\$915,000
CC	LINKBELT CRAWLER CRANE MODEL: LS118	\$60,850
CE	LINKBELT HTC 8050 50 TON ROUGH TERRAIN CRANE	\$161,120
PUSH & TUG BOATS		
BC	"LITTLE SFI" SMALL TUG BOAT MODEL# 208	\$23,805
F5	CLYDESDALE PUSH BOAT "TIMOTHY ALLEN"	\$84,800
F6	ALUMINUM SCULLY PUSHBOAT J10148 & TWO YAMAHA 150 MOTORS	\$72,624
FD	FOLEY D" TUG BOAT 25'	\$250,000
B3	GAUDET BOAT (USCG- COD) DO1236626	\$105,000
PILE DRIVING HAMMERS		
VC	A.P.E. 150T VIBRO HAMMER (1995)	
W9	A.P.E. 150T VIBRO HAMMER (2001)	\$166,420
HE	A.P.E. MODEL #200 VIBRO HAMMER W/ POWER UNIT	\$171,470
VB	A.P.E. 6 VIBRO HAMMER W/ POWER UNIT	\$21,200
HG	I.C.E. 28B VIBRATORY DRIVER / EXTRACTOR	
HQ	I.C.E. MODEL 28C VIBRATORY DRIVER W/ 140C CLAMPS	\$65,000
HS	I.C.E. MODEL 28C VIBRATORY DRIVER W/ MODEL 140C CLAMPS	\$80,000
HJ	I.C.E. SINGLE ACTING DIESEL PILE HAMMER MODEL# 1-30V2	\$104,021
HM	I.C.E. MODEL I-46V2 DIESEL PILE HAMMER	\$113,075
H3	D-19 APE DIESEL HAMMER	\$53,537
HB	D-16 APE DIESEL HAMMER	\$42,140
HC	D-19 APE DIESEL HAMMER	\$51,140
HD	D-19 APE DIESEL HAMMER	\$41,142
HU	PILEMASTER AIR HAMMER	\$73,214
HY	HYDRAULIC ROTARY HAMMER MODEL: 224060010	\$4,227
H2	5000 LB DROP HAMMER W/ 20 1/2" X 50' 8" LEAD W/ 14" BONNET	
H7	DROP HAMMER 4000 LBS 21" X 4' 6"	
XG	DROP HAMMER 3000 LBS	\$13,311
PU	PIN HAMMER	
P6	PUNCH 18" X 40'	

P7	14" X 40' PUNCH	
PA	PUNCH18" X 40'	
	EARTHMOVING & LIFTING	
B1	CAT 416D BACKHOE	\$56,355
B2	MINI EXCAVATOR 7400-9199 MODEL :BOBCAT 331	\$20,300
B3	SKID STEER TRACK LOADER MODEL:JOHN DEERE	\$24,159
H9	CAT BACKHOE LOADER	\$71,232
LJ	JOHN DEERE 444H WHEEL LOADER	\$32,500
E1	LINK BELT 160 LX EXCAVATOR	\$118,000
E2	LINK BELT 160 LX EXCAVATOR	\$118,000
E3	LINK BELT 210 LX EXCAVATOR	\$122,000
E4	KOBELCO SK290LC EXCAVATOR	\$72,398
E7	KOMATSU HYDRAULIC EXCAVATOR PC55MR-5	\$67,411
L1	BOBCAST SKIDSTEER LOADER MODEL# S130	\$19,250.00
FC	SKYTRACK MODEL# 8042	\$39,174.11
WT	WATER TRUCK TRAILER	
FB	LULL FORKLIFT W/BUCKER LUL	\$38,499.00
PP	LULL FORKLIFT 644E-42	\$31,320.00
M1	CAT FORKLIFT V225	\$25,000.00
FU	CATERPILLAR FORKLIFT MODEL: GC25K	\$10,282.00
D1	3- 20 YARD ROLL OFF DUMPSTERS	\$7,200.00
	CONCRETE & GROUT PUMPS	
P7	OLIN GROUT PUMP	\$46,610
P9	OLIN GROUT PUMP	\$45,610
PH	SCHWING CONCRETE PUMPMODEL# BPA 450	
Q1	OLIN GROUT PUMP	\$46,110
Q2	THOMPSON DOUBLE DISK PUMP	
Q3	OLIN GROUT PUMP	\$50,350
	PUMPS	
PD	GODWIN 3 STAGE JET PUMP W/ CAT. C9-PG DIESEL ENGINE	\$104,454
PE	WAKER NUESON PD3 TRASH PUMP	
PF	2006 GODWIN DIESEL PUMP	\$20,824
PG	WALKER NUESON PTS4 TRASH PUMP	
	WORKBOATS	
B1	2016 TRACKER BOAT GRIZZLY 1860 MVX	\$4,530.44
BJ	2017 18' JON TRACKERBOAT 1860	\$4,954.44
F9	2011 CAROLINA SKIFF 21FT W/ SUZUKI 115 HP MOTOR	\$13,500.00
JB	2005 TRACKER JON BOAT	\$8,000.00
JD	2011 CAROLINA SKIFF 24'	\$16,000.00
BF	2007 TRACKER w/ 2007 TRAIL STAR TRAILER	\$8,788.74
B9	2003 19 FT CAROLINA SKIFF W/ 2003 MAGIC TILT TRAILER	\$11,900.00
BM	19' CAROLINA SKIFF w/ VENTURE TRAILER	\$8,000.00
BO	2016 TRACKER BOAT 1860 JON BOAT	\$8,810.00
	DIVE EQUIPMENT	
DU	DIVE COMPRESSOR	
DW	DIVE BOSS COMPRESSOR 30 GAL DIVE EQ	
DX	DIVE BOSS DIVE COMPRESSOR	\$8,795.00
DY	DIVE EQ PNEUMO AIR CONTROL BOX, 2 DIVERS, 3 SUPPLY	\$1,275.00
DZ	DIVE EQUIPMENT KM-37 HELMET & BAG	\$6,111.90
DC	8 X 10 DIVE CONTAINER W/ HARD HAT DIVE EQUIPMENT	\$45,000.00

	WELDING MACHINES	
WH	LINCOLN ARC WELDER 400 AMP MODEL# K1278-5	\$3,393.12
WJ	LINCOLN ARC WELDER 400 AMP MODEL# K1278-5	\$3,393.12
WK	MILLER 300 PRO WELDER W/ CAT ENGINE	\$7,950.00
WL	RANGER 305 D WELDER	\$25,500.00
WD	LINCOLN WELDER RANGER 305D	
WE	LINCOLN WELDER IDEALARC250	
WF	DIESEL WELDER MODEL#DLW400ES	\$5,300.00
WG	DIESEL WELDER MODEL#DLW400ES	\$5,000.00
WM	MILLER MILLERMATIC 252 WELDER	\$2,809.00
	AIR COMPRESSORS	
A8	AIR COMPRESSOR	
A2	INGERSOLL RAND AIR COMPRESSORMODEL# P185WIR	\$4,955.16
A3	INGERSOLL RAND AIR COMPRESSOR MODEL# P185WIR	\$6,955.00
AH	375 SULLAIR AIR COMPRESSOR CA3	\$15,900.00
AM	SULLIVAN 185 CMF AIR COMPRESSOR	\$5,790.84
AP	SULLAIR 185 CMF TOWABLE AIR COMPRESSOR	\$6,922.50
AS	SULLAIR 175-195 CMF TOWABLE AIR COMPRESSOR MODEL# 185DPQ-JD	\$9,050.00
SD	SAW WALK BEHIND BLADE 20 X 125 X 1, GOLD 150BMODEL# FS520	\$5,759.02
TR	WACKER CONCRETE TROWEL 48" WALK BEHINDMODEL# CT48-11A	\$2,467.60
	SURVEYING EQUIPMENT	
LW	TOPCON AUTOMATIC LEVELMODEL# AT-G2	\$1,090.00
LY	TOPCON TTL STATIONMODEL# GPT-3102W	\$8,213.00
SV	TRIMBLE SPS461 SURVEY EQUIPMENT LAP TOP+ ATTACHMENTS AND CABLESGPS SY	\$53,903.81
SY	SEISMOGRAPH WITH PRINTER MODEL# VMS-2000PVMS-2002 & DPIU-414	\$3,665.00
SZ	PILE DYNAMICS 2011 SAXIMETER STARTER SYSTEM WITH CONTROL UNIT	\$2,100.00
M3	HACH 2100P PORTABLE TURBIDMETER	\$916.72
	MISC. TOOLS	
DF	CORE BORE DRILLING MACHINE	\$9,691
DG	WOLVERINE POWER UNIT	
DH	1/4 MAG DRILL PRESS	\$1,499.99
HP	BOMAG VIB PLATE COMPACTORMODEL# BPR 50/55 D/E	\$10,600.00
P1	STONE MIXER (TOW) MODEL: 655PM MIXER	\$900.00
A7	DEWALT PRESSURE CLEANER 4200 PSI W/ HONDA MOTOR	\$1,058.94
LG	LIGHT TOWER	
M4	LIGHT TOWER	
B7	TEST LOAD BEAMS	
C3	APE 8' CAISSON BEAM W/ (2) 100 CAISSON CLAMP	\$26,728.08
	CLAMSHELL & ROCK BUCKETS	
BN	1 3/4 YARD BUCKET	\$6,420.00
BP	CLAM BUCKET 3 YARD	\$61,620.00
BR	1/4 YARD CLAM BUCKET	
BS	3/4 YARD CLAM BUCKET	
BT	3/4 CLAM BUCKET	
BU	1 YARD CLAM BUCKET	
BV	ORANGE PEEL BUCKET	
BW	NO TOOTH BUCKET	
BX	GRAPPLE BUCKET	
BY	LAYDOWN BUCKET 4-YARDMODEL# RLD-400	\$9,620.84
BZ	1 YARD BUCKET	

B9	1 1/4" CLAM SHELL BUCKET	
BO	1 1/2 YARD SQUARE BEAM BUCKET (S-150)	\$3,125.00
	SEMIS AND TRAILERS	
S5	FREIGHTLINER (WHITE)	\$19,135
S9	STERLING LT9511	\$21,140
T1	FONTAINE TRAILER 45' FLATBED	
T2	STRETCH TRAILER 45' FLATBED	\$3,000
TL	STERLING LT9500 WHITE	\$26,000
TM	STERLING LT9513 WHITE	\$27,500
TC	SGAC TRAILER	\$3,214
T3	20' HOMEMADE TRAILER	\$1,000
T6	20 FT HOMEMADE OFFICE CONTAINER	\$8,000
AA	2003- FORD F-150 BLUE	\$26,038.00
AB	2003 - FORD F-150 BLUE	\$26,031.00
AF	2005 - FORD 250	\$42,753.00
AJ	2008 - FORD F-150 (DARK BLUE)	\$50,523.50
FY	2008 - FORD F-250 (BLUE)	\$30,500.00
HN	2005 - FORD F-350 (WHITE)	\$9,400.00
JM	2015- FORD F150 (BLACK)	\$51,245.74
MO	2006 - FORD EXPEDITION (WHITE)	\$15,048.99
ND	2010 - FORD EXPLORER (NAVY BLUE)	\$21,679.32
P5	2006 - FORD F-350 CHASIS	\$35,000.00
RG	2008- LINCOLN NAVIGATOR	\$18,250.00
TD	2010 - CADILLAC ESCALADE (BLACK)	\$70,000.00
TP	2012- NISSAN FRONTIER RED	\$18,070.00
TR	2011 LACROSSE RV TRAILER	\$10,792.00
U8	2004 - FORD PICK UP TRUCK	\$34,579.00
U9	1998 - DODGE B3500 FLATBED	\$24,998.00
V2	2006 - FORD F-350 PICK-UP (WHITE)	\$16,668.00
V4	2004 - FORD F-350 FLATBED (WHITE)	\$31,061.90
V9	1999 FORD F350 FLATBED TRUCK (WELDER)	\$18,924.92
X2	2000 - FORD F-350 FLATBED	\$25,329.00
Y4	2006- FORD F350 PICKUP TRUCK	\$31,850.00
YC	2008 - FORD RANGER XL (GREY)	\$13,019.00
YE	2009 - FORD F-150 4 X 4 (SILVER)	\$28,340.00
YF	2007 - VOLKSWAGEN TOUAREG (BLACK)	\$14,500.00
YG	2012 - FORD ESCAPE (SILVER)	\$18,000.00
YH	2012 - FORD F-150 PICK-UP (WHITE)	\$16,000.00
YJ	2012 - FORD F-350 FLATBED (WHITE)	\$34,500.00
YK	2010 - FORD EXPLORER (WHITE)	\$20,000.00
YP	2014 FORD F350 (WHITE) FLATBED	\$46,074.00
YQ	2010-CHEVY 2500 (WHITE)	
YR	2012 DODGE RAM 2500 (WHITE)	
YS	2011 FORD F250 (WHITE)	\$24,047.50
YT	2012 GMC SIERRA 1500 (SILVER)	
YU	2016 GMC SIERRA 1500 (WHITE)	\$21,369.05
YV	2015 RAM 3500 (GREY)	\$37,101.94
YX	2017 FORD F-250 (WHITE)	\$30,788.36
YW	2017 FORD F-150 (WHITE)	\$31,121.93

Tab III: Customer Listing



Project: Black Point Park Marina

Location:

24775 SW 87th Av.
Homestead, Fl. 33032

Owners Representative:

Miami-Dade County Parks, Recreation, and Open Spaces
Planning, Design, and Construction Excellence Division
Joe G. Garcia, Construction Manager
275 NW 2nd Street, 4th Floor
Miami, Florida 33128
Phone: 305.755.5456

Construction Dates:

START: 08/27/2020
FINISH: 01/28/2021

Construction cost:

\$748,021.50

Change Orders:

(1) One change order

Project Status:

Completed

SFI Project Manager:

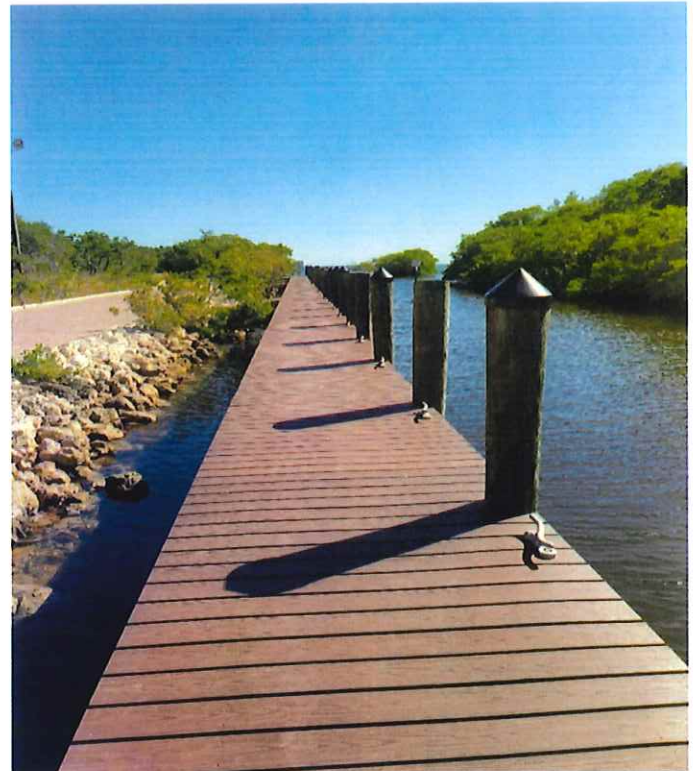
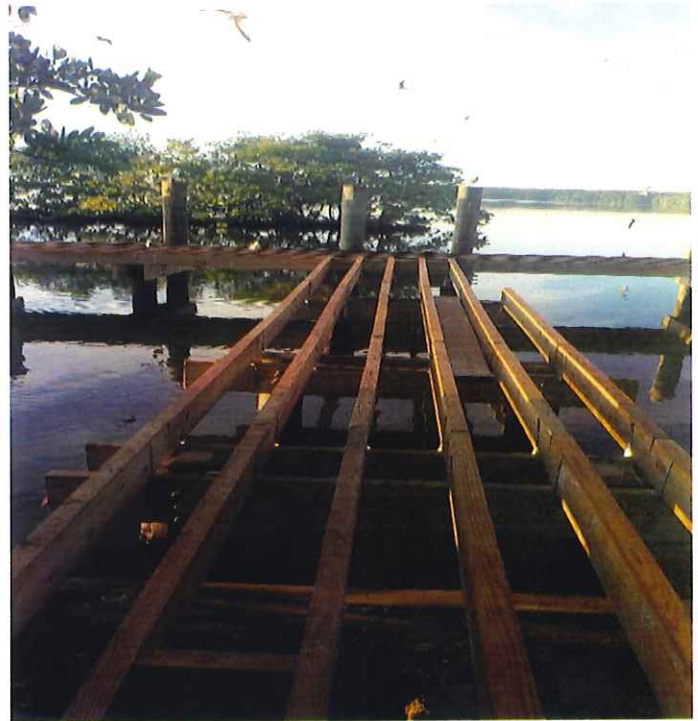
Kevin Land

SFI Project Superintendent:

Sal Daher - Piling
Darren Miller - Dock Construction

Relevance/Scope of Work:

The project was for the reconstruction of the Shrimper Row Wood Docks destroyed during Hurricane Irma. The project consisted of the demolition of some existing wood piles and debris in the canal left over from the storm. The dock installation consisted of the installation 162 new wood pile in two dock sections. The first dock section was 360' x 5' and had four gangway entrances onto the dock. The second dock section was 160' x 5' and had two gangway entrances. The work included the trimming of mangrove trees, minor canal dredging and 323 LF of shoreline stabilization with boulder rip rap.



Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



Project: John Pennekamp Coral Reef State Park Pedestrian Bridge Replacement

Location:

John Pennekamp Coral Reef State Park
102601 Overseas Hwy., Key Largo, FL 33037
Mile Marker 102.5

Owners Representative:

Mr. Jim Post, Project Manager
Florida Department of Environmental Protection
3 LaCroix Court
Key Largo, FL 33037
James.Post@FloridaDEP.gov
Office: 305-853-3571
Cell: 305-717-8029

Construction Dates:

START: November 2019
FINISH: June 2020

Construction cost:

\$91,000.00
\$34,270 (Change Order)

Change Orders:

One: \$34,270.00

Project Status:

Complete

SFI Project Manager:

Mark Osburn

SFI Project Superintendent:

Darrin Miller

Relevance/Scope of Work:

Removal and Replacement of the existing wood pedestrian bridge with John Pennekamp State Park, which included the installation of Six (6) new 8" dia. Wood pile, all new timber framing, Three (3) new gun barrel wood pile wrapped in a poly-coating (as bridge stringers), Trex composite decking, New wood handrail with wire mesh fencing and ADA compliant aluminum grab rail.





Project: Eden Isles Condominium

Location:

16975 NE 35th Av.
North Miami Beach, Fl. 33160

Owners Representative:

Nick Dagnell
Eden Isles Condominium
Office: 347-738-1126
edenislescondoinc@outlook.com

Construction Dates:

Start: June 2019

Finish: Open

Construction cost:

\$589,750.00

Change Orders:

\$16,525.00

Project Status:

Currently still underway

SFI Project Manager:

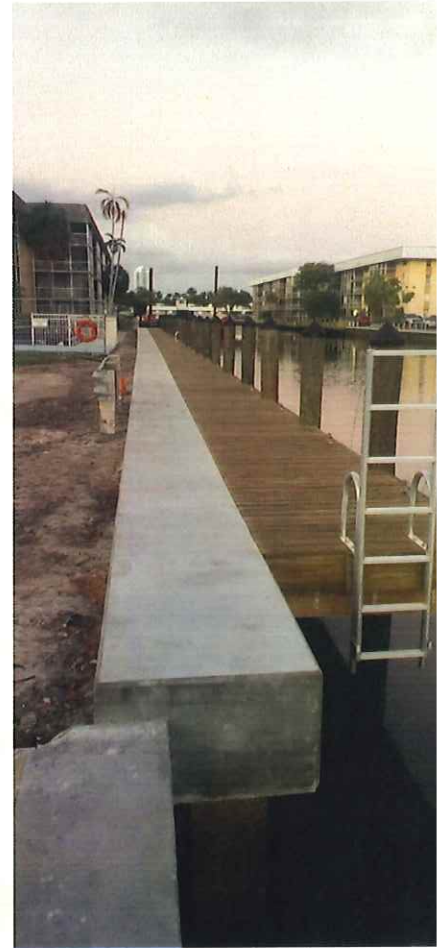
Kevin Land

SFI Project Superintendent:

Sal Daher

Relevance/Scope of Work:

Shoreline Foundation, Inc. (SFI) was contracted to make repairs and replace word docks for two separate locations within the Eden Isles Condominium complex. The first section is called dock "B" and located off 169th St. This portion of the work included the demolition of an old condemned seven (7) slip wood dock. The replacement of 251 LF of concrete seawall and concrete cap. The new seawall consisted of fifty one (51) new 14" king and batter piles along with twenty five (25) new concrete wall panels. The placement of 58 CY of boulder rip rap along the new seawall. And the construction of a new seven slip wood dock including 26 new wood piles. The second section is called Dock "D" and is located on the same canal but off of 170th St. this portion of the work included the patch and epoxy repair of an existing seal spanning 196 LF. This portion of the work also included the replacement of an old 196 LF wood dock. This dock included 42 new wood pile, wood framing and wood decking. A 23' addition is being added to this dock which accounts for the only change order on the project and is currently waiting on environmental permit modifications to be completed.



Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

2781 S.W. 56th Avenue . Pembroke Park, Florida 33023
Phone: (954) 985-0460 . Fax: (954) 985-0462 . www.shorelinefoundation.com



Project: Lignumvitae Key Botanical State Park – Repair & Renovate Dock

Location:

Lignumvitae Key Botanical State Park, CO Windley Key Fossil Reef, 77200 Overseas Highway, Islamorada, FL 33036 (US1 MM 85.5).

Owners Representative:

Jim Post
Project Manager
Division of Recreation and Parks
Bureau of Design and Construction
3 LaCroix Court
Key Largo, FL 33037
James.Post@FloridaDEP.gov
Office: 305-853-3571
Cell: 305-717-8029

Construction Dates:

START: 02/04/2020
FINISH: 03/25/2020

Construction cost:

\$430,597.00

Change Orders:

No

Project Status:

Completed

SFI Project Manager:

Charles Diveto

SFI Project Superintendent:

Darrin Miller



Relevance/Scope of Work:

SFI provided all materials, equipment, permitting and supervision necessary to repair the first seven bents and six spans (approximately 133 linear feet) of the existing Upper Concrete "T" Dock at Lignumvitae Key, including repairing spalled areas, demolish and re-construct the dock decking and guardrails. All repair work was done within the same footprint as the existing concrete dock. SFI also provided all materials, equipment, permitting and supervision necessary to demolish and reconstruct the Lower "L" Dock at Lignumvitae Key, inclusive of an ADA Ramp with provided ADA Compliant Handrail.



Project: San Remo Bulkhead & Dock Replacement

Location:

San Remo, Inc. A Condominium
2871 N Ocean Blvd., Boca Raton, FL 33431

Owners Representative:

Kim Exsteen, Property Manager
San Remo Condo
2871 N. Ocean Blvd.
Boca Raton, Florida 33431
Office: (561) 750-7775
Fax: (561) 750-5018
Sanremo1@sanremoclub.com

Construction Dates:

START: May 2018
FINISH: January 2020

Construction cost:

\$3,195,405.00

Change Orders:

Yes (Phase II)

Project Status:

Completed

SFI Project Manager:

Mark Osburn

SFI Project Superintendent:

Darrin Miller (Phase I), Jorge Dominguez (Phase II)



Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



Relevance/Scope of Work:

Replacement of approximately 1,760 LF of existing concrete pile & panel seawall with new Steel Sheet Pile (SSP), 14" x 14" x 40' concrete batter pile at 4' o.c. spacing, concrete cap with MMFX reinforcing rebar, fiber mesh concrete. Replacement of approximately 1,300 of existing wood dock with new structural timber framing and new composite decking. Existing wood dock piles were extracted and reused (at owners' request). With the new dock/marina, the project required the installation of new Marine utilities; including new electrical service to new power pedestals, light bollards, light poles, water lines, new dedicated fire line, DDCV backflow preventer and new fire cabinets. A new addition to the marina was the installation of a composite decked floating dock with 12" solid composite dock piling and an aluminum access gangway. Clean fill was brought in to raise the grade to meet the new cap elevation for the owners' final landscaping plan.





Project: Pier 66 Marina Redevelopment Phase I & II

Location:

2301 SE 17th Street
Ft. Lauderdale, FL 33316

Owners Representative:

Mr. Shwan Aziz
ECO BUILDING SOLUTIONS, INC. (EBS)
PO Box 811827
Boca Raton, FL 33481-1827
(561) 927-7641
Fax: (727) 942-8937
shwan@ecobuildinginc.com

Construction Dates:

START: 07/29/13
FINISH: 10/09/14

Construction cost:

Phase I: \$2,599,000.00
Phase II: \$4,593,947.00
Total: \$7,192,947.00

Change Orders:

Yes + \$1,472,592.00 (Totaling \$8,665,539.00)

Project Status:

Completed

SFI Project Manager:

Mark Osburn

SFI Project Superintendent:

Darrin Miller

Relevance/Scope of Work:

Engineer of record was Coastal Systems International, Inc. Construction included

Phase I: SEAWALL

Demolition of 1,500lf of existing concrete seawall cap. Installation of 1,500lf of new steel sheet piling, 150pcs – 14" x 14" x 50' concrete batter pile, 1,500' x 5'wide x 2'deep concrete cap, 75pcs – 12" x 40' wood fender pile 75pcs – 18" mooring cleats, 1,500lf x 5'wide x 7"thick concrete sidewalk.

Phase II: SEAWALL & 127 SLIP MARINA (FIXED CONCRETE & FLOATING DOCKAGE)



Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



SEAWALL: Demolition of 1,000lf of existing concrete seawall cap, Installation of 1,000lf of new steel sheet piling, 100pcs – 18" and 14" concrete batter pile along seawall, 1,000' x 5'wide x 2'deep concrete seawall cap, 1,000lf x 5'wide x 7"thick concrete sidewalk

FIXED DOCKAGE/MARINA SPACE:

Marina can accommodate 16 super yachts up to 150 feet, and has the deep-water capacity to accept yachts in excess of 300 feet.

Demolition and reconstruction of Approximately 19,000sf of fixed concrete docks & concrete finger piers; constructed on 18" and 14" square concrete pile, cast-in-place concrete pile caps and pre-cast/pre-fabricated concrete deck slabs (ranging from 9" to 12" in depth). The deep water - main dock, along the Intracoastal waterway (A dock & Dockmaster) received an Approximately 16,000sf concrete topping slab ranging in depth of 4" to 7", Approximately 230 – 12" wood fender & mooring piles were installed throughout the marina, Installation of 165 heavy duty; 18" & 24" mooring cleats.

FLOATING DOCKAGE: Approx. 36 slip concrete floating dock facility; with Electrical, Plumbing, Fire & Fuel and anchored with 18" x 18" x 60' pre-cast concrete piling.



Tab IV: Acceptance of Conditions



2781 S.W. 56th Avenue • Pembroke Park, Florida 33023
Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

City of Holly Hill
City Clerk Office
1065 Ridgewood Avenue
Holly Hill, FL 32117

Re: Tab IV: Acceptance of Conditions

At this moment Shoreline Foundation, Inc. does not have any exceptions for this bid "Sunrise Park North Pier Replacement" Bid No. 21-BG-02

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

Tab V: Documents (Licensing)

State of Florida

Department of State

I certify from the records of this office that SHORELINE FOUNDATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 2, 1986.

The document number of this corporation is J17125.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 4, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2021*



Raun M. Rie
Secretary of State

Tracking Number: 1602749793CC

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

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



Ron DeSantis, Governor

Halsey Beshears, Secretary



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

ROYO, JAMES ANTHONY

SHORELINE FOUNDATION INC
 2781 SW 56 AVENUE
 PEMBROKE PARK FL 33023

LICENSE NUMBER: CGC1517337

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.

Tab VI: Required Form Submittals

PROPOSER CHECK LIST

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

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

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

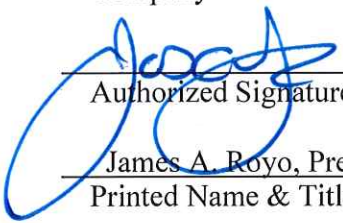
CITY CLERK
City of Holly Hill
1065 Ridgewood
Ave.
Holly Hill, Florida 32117

- ☒ The mailing envelope **must** be **sealed** and **marked** with Qualification Number "RFP # 21-BG-02, Proposal Title "Sunrise Park North Pier Replacement " and Due Date "March 2nd , 2020 @ 10:00 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

Shoreline Foundation, Inc.
Company

2781 SW 56th Avenue
Address


Authorized Signature

Pembroke Park, FL 33023
City, State, Zip Code

James A. Royo, President
Printed Name & Title

954.985.0460
Telephone No.

tony@shorelinefoundation.com
Email

954.985.0462
Fax No.

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

PROFESSIONAL SERVICES AGREEMENT
Sunrise Park North Pier Replacement
Request for Proposal (RFP) 21-BG-02

THIS AGREEMENT is made and entered into this _____ day of XXX , 2021, by and between Shoreline Foundation, Inc., duly authorized to conduct business in the State of Florida and whose address is 2781 SW 56th Ave., Pembroke Park, 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 #21-BG-02), 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 two hundred and ten (210 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:

James A. Royo, President (Name, Title)
Shoreline Foundation, Inc. (Company)
2781 SW 56th Avenue (Address)
Pembroke Park, FL 33023 (City, State, Zip)
954.985.0460 (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 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 CONCERNING 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:

Quell
Service Barrio

Attachments: A. RFP #21-BG-02
B. Firm Response to RFP

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

FIRMS

By: *James A. Royo*, *President*

Dated: *2/26/21*

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

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.

Shoreline Foundation, Inc.
Company

2781 SW 56th Avenue
Address


Authorized Signature

Pembroke Park, FL 33023
City, State, Zip Code

James A. Royo, President
Printed Name & Title

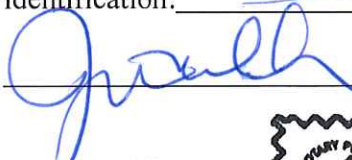
954.985.0460
Telephone No.

tony@shorelinefoundation.com
Email

954.985.0462
Fax No.

State of Florida
City of Pembroke Park

SUBSCRIBED AND SWORN to before me this 26 day of February, 2021, by
James Royo, who is personally known to me to be the
President for the Firm, OR who produced the following
identification: _____


Notary Public



My Commission Expires: 05/03/24

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
*Please see attached "Exhibit C"		\$ _____
		\$ _____
		\$ _____

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

We are currently in Que for a potential award with the City of Jacksonville (Mayport Docks)

OTHER INFORMATION ABOUT PROJECTS:

*Please refer to "Tab 3"

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:

*Please see attached "Exhibit D"

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 contract value for City work done for the past 5 years. - See attached "Exhibit E"

\$ 33,179,780.00 **Total Fees for work done on all City projects**

REFERENCES:Bank(s) Maintaining Account(s): First American Bank - 540 Biltmore Way, Coral Gables, FL305.777.1025Surety/Underwriter: (if required) Neilson Hoover & Company, Inc.8000 Governors Square Blvd., Miami Lakes, FL 33016

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 34. 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.

Shoreline Foundation, Inc.
Company

2781 SW 56th Avenue
Address


Authorized Signature

Pembroke Park, FL 33023
City, State, Zip Code

DECLARATION STATEMENT

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

RE: RFP NO. 21-BG-02 "Sunrise Park North Pier 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 #21-BG-02**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 26 day of February, 2021 in the City of Pembroke Park, in the State of Florida.

Shoreline Foundation, Inc.
Company

2781 SW 56th Avenue
Address


Authorized Signature

Pembroke Park, FL33023
City, State, Zip Code

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

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

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence

<i>* Does Not Currently have Coverage. Can purchase if required</i> |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS (Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP Number** and **Sunrise Park North Pier Replacement**

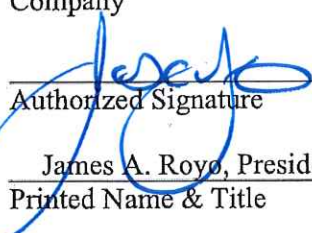
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PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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**.

Shoreline Foundation, Inc.
Company

2781 SW 56th Avenue
Address


Authorized Signature

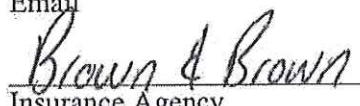
Pembroke Park, FL 33023
City, State, Zip Code

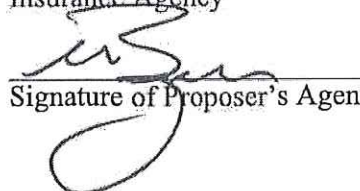
James A. Royo, President
Printed Name & Title

954.985.0460
Telephone No.

tony@shorelinefoundation.com
Email

954.985.0462
Fax No.


Insurance Agency


Signature of Proposer's Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒ **YES**
☐ **NO**

Shoreline Foundation, Inc.
 Company


 Authorized Signature

James A. Royo, President
 Printed Name & Title

tony@shorelinefoundation.com
 Email

2781 SW 56th Avenue
 Address

Pembroke Park, FL 33023
 City, State, Zip Code

954.985.0460
 Telephone No.

954.985.0462
 Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Broward

James A. Royo, being first duly sworn, deposes and says that:

He/she is President of Shoreline Foundation, 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.

Shoreline Foundation, Inc.
Company

2781 SW 56th Avenue
Address

[Signature]
Authorized Signature

Pembroke Park, FL 33023
City, State, Zip Code

James A. Royo, President
Printed Name & Title

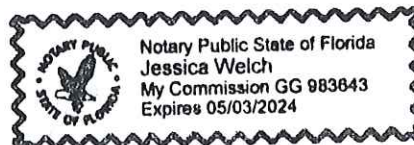
954.985.0460
Telephone No.

tony@shorelinefoundation.com
Email

954.985.0462
Fax No.

Subscribed and sworn to before me this 26 day of Feb., 2021.

[Signature]
Admin / Notary
Title



My Commission Expires: 05/03/24

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

ACKNOWLEDGEMENTS
RFP # 21-BG-02 Sunrise Park North Pier Replacement

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

From : Shoreline Foundation, Inc.
 "Contractor"

The Contractor agrees to provide Sunrise Park North Pier 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 Sunrise Park North Pier 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 eighty (180) 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 Sunrise Park North Pier Replacement within 210 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 26th day of February, 2021
 (Month) (Year)

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

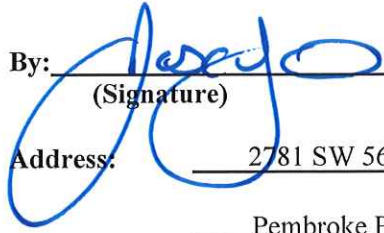
By: _____ / _____
(Signature) (Print name)

Address: 2781 SW 56th Avenue, Pembroke Park, FL 33023

Telephone: (954) 985-0460 Fax: (954) 985.0462

Taxpayer Identification Number (TIN): 59-2695595

CORPORATION

By:  / James Royo
(Signature) (Print name)

Address: 2781 SW 56th Avenue
Pembroke Park, FL 33023

Telephone: (954) 985.0460 Fax: (954) 985.0462

Taxpayer Identification Number (TIN/EIN): 59-2695595

State Under Which Corporation Was Chartered:
Florida

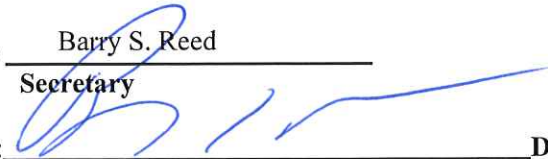
Corporate President: James A. Royo
(Print Name)

Corporate Secretary: Barry S. Reed
(Print Name)

Corporate Treasurer: John R. McGee
(Print Name)

CORPORATE SEAL

Attest By: Barry S. Reed
Secretary

Signature:  Date: 2/26/21

21-BG-02 Sunrise Park North Pier Replacement

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

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.or

g 1065 Ridgewood Ave

Holly Hill, FL 32117

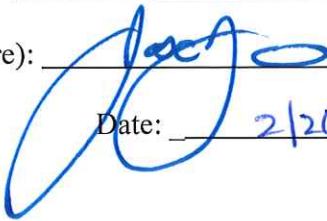
A provision that requires the contractor to comply with public records laws, specifically to:

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: Shoreline Foundation, Inc.

Authorized representative (printed): James A. Royo

Authorized representative (signature): 

Project Number: 21-BG-02

Date: 2/26/21

21-BG-02 Sunrise Park North Pier Replacement

REFERENCES FORM

*Please refer to "Tab 3"

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: Miami Dade County Park, Recreation and Open Spaces
 Address: 275 NW 2nd Street, 4th Floor, Miami, FL 33128
 Point of Contact: Joe Garcia
 Phone #: 305.755.5456 Email address: _____
 Service(s) Provided: Installation of wood dock (detailed information in "Tab 3")

 Dates of Service: 08/27/20 -01/28/21

2. Name of Company: Florida Department of Environmental Protection
 Address: 3 LaCroix Court, Key Largo, FL 33037
 Point of Contact: Jim Post
 Phone #: 305.717.8029 Email address: james.post@floridaDEP.gov
 Service(s) Provided: Removal and replacement of wood pedestrian bridge (detailed information in "Tab 3")

 Dates of Service: 11/2019 - 6/2020

3. Name of Company: Eden Isles Condo Association
 Address: 16975 NE 35th Avenue, North Miami, FL 33160
 Point of Contact: Nick Dagnell
 Phone #: 347.738.1126 Email address: edenislescondoinc@outlook.com
 Service(s) Provided: Replaced and repaired wooden docks (detailed information in "Tab 3")

 Dates of Service: 02/04/2020 - 03/25/2020

4. Name of Company: ECO Building Solutions, Inc.
 Address: P.O. Box 811827, Boca Raton, FL 33481
 Point of Contact: Shwan Aziz
 Phone #: 561.927.7641 Email address: shawn@ecobuildinginc.com
 Service(s) Provided: Demo & Installation of all new docks (detailed information in "Tab 3")

 Dates of Service: 07/29/13 - 10/09/14

**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 James A. Royo, President (Print
Individual's Name and Title)

for Shoreline Foundation, Inc.

(Print Name of Entity Submitting Sworn Statement)

whose business is 2781 SW 56th Avenue, Pembroke Park, FL33023

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2695595

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

X 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. *Please see attached "Exhibit F"

_____ 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.

Sworn and subscribed before me this 26th day of February, 2021.

Personally known ✓

OR produced identification _____

(Type of Identification)

[Signature]
(Signature)

[Signature]
(Notary)

Notary Public State of Florida

My commission expires: 05/03/24



VENDOR INFORMATION

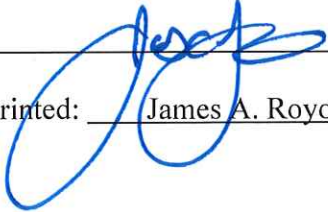
Vendor is:

☒ Corporation☐ Partnership☐ Sole Proprietorship☐ Other _____ (Explain)Federal Employer Identification Number: 59-2695595Firm Name: Shoreline Foundation, Inc.Mailing Address: 2781 SW 56th Avenue, Pembroke Park, FL 33023Telephone No.: 954.985.0460 Fax No.: 954.985.0462Email Address: tony@shorelinefoundation.com Web Address: shorelinefoundation.com

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

Firm Name: Shoreline Foundation, Inc.

Remittance Address: _____

Submitted by:  _____Name & Title Printed: James A. Royo, President

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

Shoreline Foundation, Inc.

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.)

2781 SW 56th Avenue

City, state, and ZIP code

Pembroke Park, FL 33023

Requester's name and address (optional)

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

59 : 2695595

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

2/24/21

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X

Form **W-9** (Rev. 10-2007)

21-BG-02 Sunrise Park North Pier Replacement

pg. 50

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Shoreline Foundation, Inc.		Doing business as (DBA)	
ADDRESS 2781 SW 56th Avenue Pembroke Park, FL 33023	Applicable Procurement or Solicitation #, if any: 21-BG-02	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #: 59-2695595
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

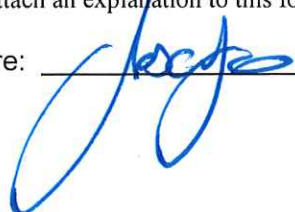
READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____



Date: 2/26/21

21-BG-02 Sunrise Park North Pier Replacement

Print Name and Title:

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION (FREQUENTLY ASKED QUESTIONS)

Note: This FAQ sheet was provided by the Washington State Military Department. Your sub-recipient agreement with Thurston County Emergency Management is subject to the same "debarment, suspension, ineligibility, and voluntary exclusion" requirements as described in this document. **Please return this Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form to Thurston County Emergency Management.**

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form

21-BG-02 Sunrise Park North Pier Replacement

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Shoreline Foundation, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

James A. Royo, President

Name and Title of Contractor's Authorized Official

2/24/21

Date

Exhibit “A”

Addendums



ADDENDUM NUMBER 1
RFP 21-BG-02
NORTH PIER SUNRISE PARK
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-02** for the above request for **NORTH PIER SUNRISE PARK** 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 is the engineer's estimate and/or budget value for this project?

A 1. The estimate was \$689,810 but did not include lighting, which is anticipated to be a minimal expense.

Q2. Is this project funded by a grant program? If so, please specify.

A 2. The project is subject to reimbursement through Federal Emergency Management Agency Public Assistance grant.

Q3. What area will the contractor be able to use for staging?

A 3. Contractor will have access to a portion of the parking lot area for staging. Additional materials, if needed, may be staged at the Public Works Yard located at 453 LPGA Blvd, Holly Hill Florida 32117

Q4. Will the park remain open during construction?

A 4 Yes - the park will remain open.

Q5. Will the City require a building permit? If so, will fees be waived?

A5. The City will require a permit. The fees cannot be waived, but the Public Works division will pay the permit fees.

 Signature acknowledges receipt and understanding of this addendum.

James Royo, President

 Name/Title

2/26/21

 Date

RFP 21-BG-002 NORTH PIER SUNRISE PARK

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



**ADDENDUM NUMBER 2
RFP 21-BG-02
NORTH PIER SUNRISE PARK
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-02** for the above request for **NORTH PIER SUNRISE PARK** 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.

A Revised Proposal Pricing Form has been attached to this addendum for submission of your proposal. This revised form replace the proposal pricing form shown on pages 48-49 of the original bid document. This form must be completed and submitted with your response to this Request for Proposal.

A Geotechnical Evaluation has been attached to this addendum.

QUESTIONS AND ANSWERS

- Q1. Will the city considered a floating dock pier as opposed to a fixed pier?
- A 1. No - only a fixed pier following the specifications of the design will be considered.
- Q2. Please provide the geotechnical study conducted by UES referenced in the project Notes on Plans Page N-1 prior to bid.
- A2. SDI: Geotechnical Report attached.
- Q 3. Can Contractor stage a pile driving crane on uplands directly west of where the dock ties into the uplands?
- A3. SDI: Pile driving using land-based equipment must be approved by the City. It is noted that Contractors will be responsible for any or all damages to property as a result of construction.
- Q4. Referencing Plan Page N-1, Article 11, Note #1, After further soil investigations or test pile program, will Contractor be compensated if piles need to be longer than the 40 ft bid lengths?
- A4. SDI: The revised Bid Schedule includes an Add/Deduct line item for an increase or decrease in the specified pile lengths. Contractors will be compensated for piles in excess of 40 feet based on the unit price included in the revised Bid Schedule.

Q5. Referencing Plan Page N-1, Article 11, Note #2 and Article #2, Note #11, it appears the unfactored design load is roughly 90 PSF. What safety factor does Engineer anticipate applying to this unfactored load to determine the pile bearing capacity or what is the total minimum pile bearing capacity requirement in tons (or kips).

A5. SDI: Pile length / embedment requirements is governed by the lateral load capacity requirements. Contractors are to bid based upon 40-foot piles driven to full penetration.

Q6. Referencing Plan Page N-1, Article 11, Note #2, would Engineer consider static load testing of test piles an acceptable design verification method?

A6. SDI: We are seeking full penetration to achieve the lateral load capacity criteria. SDI will coordinate with the independent Geotechnical Firm hired by the Contractor for the pile monitoring to determine criteria for evaluating pile driving characteristics as relating to lateral load capacity.

Q7. Subsequent to either further soil investigations or a test pile program, will the Engineer provide pile order lengths to Contractor based on his evaluation of the geotechnical report and/or design requirements?

A7. SDI: Yes. Contractors will be provided with detailed pile design information prior to construction. For bidding purposes assume 40-foot piles driven to full penetration.

Q8. Referencing Plan Page N-1, Article 11, Note #4. This note is concerning because jetting of all piles will be necessary due to the jobsite water depths. In order to install 40 ft piles (or longer) without the use of jetting will require crane with sufficient head room to handle piles and a heavy template to erect piles and drive plumb full length, which would require a large barge that would have serious draft and jobsite access issues. If jetting is permissible, in order to initially erect and plumb piles and drop head room restrictions, smaller equipment on smaller barges could be used. In addition, we were unable to find any language in the environmental permits that prohibits the use of jetting. That said, would Engineer allow bidders to assume jetting of piles as a permissible method for initial pile erection/ installation?

A8. SDI: Jetting is acceptable to assist with pile alignment and plumbness in advance of driving. We are seeking a minimum of driving the last 15 feet of the pile to confirm capacity.

Q9. Referencing Plan Page N-1, Article 11, Note #2, if Contractor supplies a certified, engineered foundation design and piling installation method from a 3rd party engineer that allows the use of jetting, would that be acceptable?

A9. SDI: See response to Item 8.

Q10. Referencing Plan Page N-1, Article 11, Note #5, This note appears to read that Bidders should anticipate including a contingency cost for all piles to be installed with the use of pre-drilling through rock to install timber piles. Please understand this will result in bid prices being much higher than likely necessary if no drilling is actually required. Shouldn't pre-drilling be considered a standard contractual unforeseen condition and compensable change if no soil borings are provided with the bid or the nearest boring does not represent the need for drilling?

A10. SDI: Contractors should base their bids on the subsurface conditions provided in the attached Geotechnical Report. Should conditions vary from what is described in the Report

requiring a change in pile specifications and / or means and methods of pile driving, this will be handled during construction via Change Order if deemed justifiable by the City.

Q11. Does the City have its own Bid Bond form or is a standard AIA form acceptable?

A11. Standard AIA form is acceptable.

Q12. Are the 3.5w LED waterproof fixtures provided by the owner and installed by the contractor, or are they provided and installed by the contractor?

A12. LED fixtures are to be provided and installed by the contractor.

Q13. Please confirm the quantity of existing piles to be removed.

A13. There appears to be 74 piles that need to be removed. This is based on aerial photography, but there may or may not be sections of piles under the water surface where damage occurred that will need to be removed.

Q14. What is the length of the existing timber piles?

A14. Unknown. The City does not have a copy of the As-Builts for this pier.

Q15. Will any of the concrete bulkhead need to be repaired?

A15. SDI: The pier will not be attached to the bulkhead. Any bulkhead repairs will be handled via separate project.

Q16. Confirm all hardware is to be 316SS.

A16. SDI: yes

Q17. Please provide tie-in detail for proposed pier to existing concrete bulkhead.

A17. SDI: the pier will not be attached to the existing bulkhead.

Q18. What is the required embedment for the timber piles?

A18. SDI: For bidding purposes assume 40 foot piles. A pile analysis is currently being finalized based on recently acquired geotechnical data. The modified bid schedule includes an add/deduct line items for longer or shorter piles.

Q19. Provide any subsurface data including borings or geotechnical reports.

A19. SDI: Attached

Q20. Technical specifications article 6 refers to a geotechnical study. Please provide a copy of this report to bidders.

A20. SDI: Attached

Q21. Please confirm that if a test pile program is required as mentioned in technical specifications, article #3, the City will pay the contractor for the test pile program as a change order.

A21 SDI: Test piles are not required.

Q22. Technical specification, Article 6, #4 states that "there is no provision for encountering unforeseen soil conditions." With this blanket statement it will be difficult for contractors to properly price this project. Please provide an allowance amount contractors should include in their bid price. Alternately consider removing this verbiage.

A22 SDI: Please base your bid on the subsurface conditions stated in the Geotechnical Report. Should there be conditions that deviate from that reported by the Geotechnical Engineer, which require changes in the pile specifications or driving methodologies, this will be addressed during construction via Change Order, if deemed justifiable by the City.

Q23. Will the contractor be permitted to maintain their own pile driving logs?

A23 SDI: No. An independent Geotechnical firm must be hired at the Contractor's expense to monitor and maintain pile logs.

Q24. Technical specification, Article 6, #4 seems to place the burden and responsibility of unknown subsurface conditions on the bidding contractor. To avoid inflated bid prices to offset this note, we are requesting an allowance item be provided.

A24 SDI: See response above.

Q25. Technical specification, Article 11, #5 states that "the contractor shall use drilling equipment to achieve the required penetration dictated by the Manufacturer. Any Manufacturer." However, Tech. Spec. Article 11, #2 states that the required penetration is dictated by the Engineer. Please clarify who will dictate the required pile penetration. If it is a manufacturer, please provide the manufacturers name and contact information.

A25 SDI: There is no Manufacturer involved in this project. This note was inadvertently left in based on a prior design. Bids shall be based on 40 foot piles driven to full penetration. Should there be conditions that deviate from that reported by the Geotechnical Engineer, which require changes in the pile specifications or driving methodologies, this will be addressed during construction via Change Order, if deemed justifiable by the City.

Q26. What is the closest location the contractor can pull from to get temporary power?

A26 There is power available from the large pavilion in the southwest part of the property. It is located 516 feet from the concrete bulkhead of the pier.

Q27. It appears there are some trees blocking access to the pier. If these are removed during construction for access will they be required to be replaced?

A27 If the palm trees need to be taken down for construction access, they will be replaced by the City.

Q28. Sections of sidewalk located at the pier's access point will likely be cracked and require replacement. Please confirm if the contractor is to include sidewalk replacement in the bid price and if so under what bid item.

A28 SDI: The Contractor is required to restore the site to pre-construction conditions. Should the Contractor damage the sidewalk or any other Park structures, hardscapes, landscaping or other features during construction it will be their responsibility to repair, as required. There is no need for a line item in the bid

schedule to account for unforeseen or anticipated damages to items such as sidewalks as it is assumed that Contractor will take all necessary steps to avoid damages to public property. If a Contractor assumes they will damage and have to repair the sidewalk, the cost for this work can be included in any of the current line items in the Bid Schedule.

Q29. Can the contractor section off the corner area of the park including the pavilion structure during construction?

A29 This will be granted as needed. Staging needs will be discussed at the pre-construction meeting.

Q30. Are there existing electrical or water lines on the pier to be removed? If so, provide details including dimensions and requirements for capping.

A30. There are existing electrical lines on the pier to be removed and replaced for LED lighting. The line runs the length of the pier. There are no water lines on the existing pier.

Q31. Can the Contractor utilize the nearby boat ramp for construction operations?

A31 Yes

Q32. Technical Specification, Article 11 #2 refers to necessary load rating and minimum penetration but does not provide details on either. Please provide required load rating and minimum pile penetration.

A32.SDI: See responses above

Q33. Will the contractor be allowed to jet piles some portion of the way as long as the load bearing requirement is achieved.

A33 SDI: Piles can be jetted to a certain depth to assist with alignment and plumbness. At a minimum, the last 15 feet of pile should be driven.

Q34. It is anticipated that after questions are answered by the City, there may be follow up questions or additional clarification required. We respectfully request time to ask another round of questions once answers to these are provided.

A34 The last day for written questions is February 17, 2021 at 5:00pm. No additional time will be granted for questions.

Q35. Please provide the geotechnical report done by Universal Engineering Sciences.

A35. SDI: Geotechnical Report attached.

Q36. Please provide the bearing requirements for the new piles.

A36. SDI: Pile length and penetration or pile tip elevation is governed by the lateral loads on the structure.

Q37. Please provide the minimum tip elevation for lateral stability on the new piles.

A37. SDI is still evaluating the length of piles based on recently acquired geotechnical information. For bidding purposes use 12"x40' piles. The revised Bid Schedule attached with the Addendum provides a unit cost line item for an increase or decrease in the pile length.

Q38. Please provide the as-built for the existing structure please.

A38. The City does not have a copy of the As-Builts for this pier.

Q39. Please verify that all structural timber and decking is to be #1 Dense?

A39. SDI: Although it is apparent that #1 Dense material may be difficult to obtain due to material shortages, for bidding purposes assume #1 dense material for decking.

Q40. I have been told by my supplier that marine pilings are not available in #1 dense Please confirm if this requirement was an error?

A40 SDI: This is an typo in the specifications.

Q41. What are the work hour limitations for pile driving?

A41. 7:00am - 5:00pm Monday through Friday with weekend work permitted as approved by the City.

Q42. Please specify how many test piles will be required and there locations?

A42. SDI: Test piles will not be required.

Q43. The technical specifications show that all of the structural timber framing and decking is to be #1 dense treated with ACQ to .40. Typically the substructure timber framing is treated to .60 with CCA because it is in the splash zone where it will go through wet and dry cycles with the tide. Can this specification be amended?

A43. SDI: 0.60 CCA treated structural framing is better alternative than 0.40 ACQ treated material. Minimum No. 1 grade is required for all timber, No. 1 Dense is preferred. SDI will check with suppliers on availability but for bidding purposes assume No. 1 Dense.

Q44. ACQ treatment is not typically used anymore and has be changed to CA. Please revise this specification.

A44. SDI: CA is an acceptable alternative to ACQ treatment if more readily available. Treatment must comply with AWPA Standards.

Q45. Are the handrail framing and posts to be #1 dense and treated to .40 as well?

A45. SDI: Yes, however CA treated lumber is acceptable as long as it complies with AWPA Standards.

Q46. We have reached out to several mills regarding the #1 dense specification and none of them are willing to commit to producing it since they have a back log of orders for standard #1 & #2 dating back to the COVID shut down. Furthermore the production from these mills has been reduced due to CDC work place guidelines.

A46. SDI: See response to number 43.

Q47. Does your Budget of \$689,810.00 take into account the drastic rise in lumber prices recently?

A47. SDI: The budget is based on an Engineer's estimate using typical per square foot cost for timber dock construction. This is only an estimate and does not necessarily factor in increased lumber prices. Respondents are to bid based upon their own take off of quantities and current material prices.

Q48. The piling specification calls for the pile to be #1 dense which is an erroneous spec. please revise.

A48. SDI: Specifications that piles are to be No.1 Dense is a typo. All piles are to be pressure treated.

Signature acknowledges receipt and understanding of this addendum.

James Royo, President

Name/Title

2/26/21

Date



**ADDENDUM NUMBER 3
RFP 21-BG-02
NORTH PIER SUNRISE PARK
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, **clarifications** and additions are hereby made part of the **RFP 21-BG-02** for the above request for **NORTH PIER SUNRISE PARK** 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.

The revised proposal pricing form has the electrical light scope listed as "1" "EA." For clarification, "EA" is the same as Lightning System "LS" as we were seeking a cost for the system not unit cost for individual items.

Signature acknowledges receipt and understanding of this addendum.

James Royo, President

Name/Title

2/24/21

Date

Exhibit “B”

Bid Bond

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Shoreline Foundation, Inc.
2781 SW 56th Avenue
Pembroke Park, FL 33023

OWNER:

(Name, legal status and address)

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

SURETY:

(Name, legal status and principal place of business)

NGM Insurance Company

55 West Street

Keene, NH 03431

Mailing Address for Notices

Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

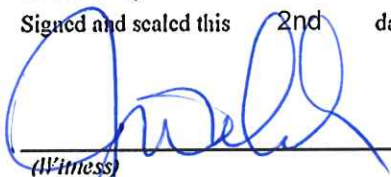
Sunrise Park North Pier Replacement - Bid no. 21-BG-02

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of March, 2021.


(Witness)


(Witness) Gicelle Pajon

Shoreline Foundation, Inc.

(Principal)

(Seal)

By:

(Title)

President

NGM Insurance Company

(Surety)

(Seal)

By:

(Title) Charles J. Nielson, Attorney-in-Fact

Surety Phone No. 904-380-7282

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03077632

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Jarrett Merlucci, Charles D. Nielson, Joseph P. Nielson, David R. Hoover, Charles J. Nielson, Ian A Nipper, Brett Rosenhaus**-----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

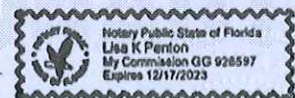


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

2nd day of March, 2021.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



Exhibit “C”

Current Work Underway



WORK IN PROGRESS

Contract Description	Owner/Owner's Representative	Architect/Engineer	Balance left of contract	Estimated Completion Date
Herbert Hoover S281 & S282 Glades County, FL	Department of Army, USACE 12783 W. Forest Hill Blvd Suite 9E Wellington, FL 33414	US Army Corp of Engineers Jacksonville District, FL	\$0.00	Oct-20
Herbert Hoover S273 & S227 Glades County, FL	Department of Army, USACE 12783 W. Forest Hill Blvd Suite 9E Wellington, FL 33414	US Army Corp of Engineers Jacksonville District, FL	\$0.00	Oct-20
Pompano Amphitheater Pompano Beach, FL	Recreational Design & Construction, Inc. 3990 North Powerline Road Fort Lauderdale, FL 33309	Lakdas/Yohalem Engineering 2211 NE 54 Street Fort Lauderdale, FL 33308	\$0.00	Nov-20
Miccosukee Tribe Water Treatment Plant Miami, FL	COMTECH 12491 SW 134 Court, Unit 17 Miami, FL 33186	Hazen and Sawyer 999 Ponce De Leon Blvd., Suite 1150 Coral Gables, FL 33134	\$4,021.00	Feb-21
Las Marina Sunny Isles, FL 33160	Plaza Construction Group Florida LLC 120 N.E 27th Street, Suite 600 Miami, FL	Moffat & Nichol 2937 SW 27th Avenue, Suite 101A Coconut Grove, FL 33133	\$192,821.00	Mar-21
Arlen House Sunny Isles Beach, FL	Arlen House Condominium 500 Bayview Drive Sunny Isles Beach, FL 33160	Cummins Cederberg 7750 Red Road, Suite 217 South Miami, FL 33143	\$3,000.00	Feb-21



WORK IN PROGRESS

Contract Description	Owner/Owner's Representative	Architect/Engineer	Balance left of contract	Estimated Completion Date
Hugh Taylor Birch State Park Ft. Lauderdale, FL	Florida Department of Environmental Protection Department 3900 Commonwealth Blvd., MS 520 Tallahassee, FL 32399	Dynamic Engineering Solutions 351 S. Cypress Road, Suite 303 Pompano Beach, FL 33060	\$275,585.00	Mar-21
Cocoplum Lift Station Coral Gables, FL	David Mancini and Sons 2601 Wiles Road Pompano Beach, FL 33073	Hazen and Sawyer 999 Ponce De Leon Blvd., Suite 1150 Coral Gables, FL	\$0.00	Aug-20
River Landing Dock Miami, FL	Urban-X Group, LLC. 283 Catalina Avenue, Suite 100 Coral Gables, FL 33134	Cummins Cederberg 7750 Red Road, Suite 217 South Miami, FL 33143	\$279,021.00	Mar-21
Aventura Yacht Club Seawall Aventura, FL	City of Aventura 19200 W. Country Club Drive Aventura, FL 33180	MuEngineers, Inc. 3440 N.E. 12th Avenue Oakland Park, FL 33334	\$0.00	Nov-20
MDWS Virgin Keys Substation Aventura, FL	Oconnell & Sons 2999 NE 191st St, Suite 906 Aventura, FL 33180	Stantec 901 Ponce De Leon Boulevard, Suite 900 Coral Springs, FL 33134	\$0.00	Oct-20
Seawall Replacement Old Griffin Road Broward County, FL	FG Construction LLC 2701 NW 55th Court Tamarac, FL 33309	Broward County Highway and Bridge Maintenance Division 1600 Blount Road Pompano Beach, FL 33069	\$10,457.00	Feb-21

Contract Description	Owner/Owner's Representative	Architect/Engineer	Balance left of contract	Estimated Completion Date
Blue Lagoon Parking Garage Expansion Miami, FL	OHL Building Inc. 9675 NW 117 Avenue, Suite #108 Medley, FL 33178	Modis Architects 4955 SW 75th Avenue Miami, FL 33155	\$0.00	Aug-20
Construction of Seawalls (Continuing Services) Miami Beach, FL	City of Miami Beach 1700 Convention Center Drive Miami Beach, FL 33139	Miami Beach Public Works Dept. 1700 Convention Center Drive Miami Beach, FL 33139	\$1,542,747.00	Dec-20
Miami-Dade County Water & Sewer Dept. Pump Station #436 Miami-Dade County, FL	Efficient Construction 9425 SW 72 Street, Suite #126 Miami, FL 33173	SRS Engineering Inc. 5001 SW 74 Court, Suite #201 Miami, FL 33155	\$37,653.00	Feb-21
Tamarac Village Retaining Wall Tamarac, FL	Lotis Group 14904 West 87th Street Parkway Lenexa, KS 66215	WG1 2035 Vista Parkway West Palm Beach, FL 33411	\$340,533.00	May-21
Grove Isle Seawall Coconut Grove, FL	Grove Isle Associates LLP 4 Grove Isle Drive Coconut Grove, FL 33133	Moffat & Nichol 2937 SW 27th Avenue, Suite 101A Coconut Grove, FL 33133	\$268,441.00	Mar-21
Fort Pierce Derektoir Shipyard Boat Slip Fort Pierce, FL	Derektoir LLC 775 Taylor Lane Dania Beach, FL 33004	Cummins Cederberg 7750 Red Road, Suite 217 South Miami, FL 33143	\$2,519,078.00	Oct-21



WORK IN PROGRESS

Contract Description	Owner/Owner's Representative	Architect/Engineer	Balance left of contract	Estimated Completion Date
Dania Bridge Pile Replacement Dania Beach, FL	FDI Services 1901 E. Atlantic Blvd., Pompano Beach, FL 33060	Hardest & Hanover LLP Miami Lakes, FL	\$63,758.00	May-21
Icon Marina Village West Palm Beach, FL	Balfour Beatty 7901 SW 6th Court, Suite 200 Plantation, FL 33324	Kimley Horn 1615 S. Congress Avenue, Suite 201 Delray Beach, FL 33445	\$2,191,000.00	Oct-21
Lignumvitae Key Botanical State Park - Repair & Renovate Dock Islamorada, FL 33036	Florida Department of Environmental Protection Department 3900 Commonwealth Blvd., MS 520 Tallahassee, FL 32399	WEC 201 West Marion Avenue, Suite 1306 Punta Gorda, FL 33950	\$372,105.00	May-21
Monument Island Waterway Maker Installation Miami Beach, FL	City of Miami Beach 1755 Meridian Avenue Miami Beach, FL 33139	City of Miami Beach 1755 Meridian Avenue Miami Beach, FL 33139	\$20,686.00	Mar-21
Thalatta Estate Park - Overlook Pier & Shoreline Stabilization Village of Palmetto Bay, FL	Village of Palmetto Bay 17301 Old Cutler Road Palmetto Bay, FL 33157	Stantec 901 Ponce De Leon Boulevard, Suite 900 Coral Springs, FL 33134	\$597,656.00	Aug-21
City of Coral Springs Lift Station No. 14A, 15C, 17B & 19C Coral Springs, FL	BLDM 2525 Ponce De Leon Blvd., Suite 300 Coral Gables, FL 33134	Eckler Engineering, Inc. 4700 Riverside Drive, Suite 110 Coral Springs, FL 33067	\$141,890.00	Apr-21



WORK IN PROGRESS

Contract Description	Owner/Owner's Representative	Architect/Engineer	Balance left of contract	Estimated Completion Date
MDWS PS 440 Miami Gardens, FL	Maestre Construction 610 W. 53rd Street Hialeah, FL 33012	CES Consultants 880 SW 145th Avenue, Suite 106 Pembroke Pines, FL 33027	\$92,544.00	Mar-21

Exhibit “D”

Litigation History

MARSHALL DENNEHEY WARNER COLEMAN & GOGGIN

ATTORNEYS-AT-LAW WWW.MARSHALLDENNEHEY.COM

A PROFESSIONAL CORPORATION

2000 Market Street, Suite 2300 · Philadelphia, PA 19103
(215) 575-2600 · Fax (215) 575-0856

Direct Dial: 215-575-2623
Email: tdrau@mdwecg.com

PENNSYLVANIA
Allentown
Doylestown
Erie
Harrisburg
King of Prussia
Philadelphia
Pittsburgh
Scranton
NEW JERSEY
Cherry Hill
Roseland
DELAWARE
Wilmington

OHIO
Cincinnati
Cleveland
FLORIDA
Fl. Lauderdale
Jacksonville
Orlando
Tampa
NEW YORK
Long Island
New York City
Westchester

May 13, 2015

BY EMAIL

Frank P. Reilly, Assistant Vice President
Southeast Regional Marine Claims Manager
Starr Adjustment Services Inc.
3353 Peachtree Road NE
Atlanta, GA 30326

RE: Rhoads Industries, Inc., et al. v. Shoreline Foundation, Inc., et al.
USDC ED of PA, Docket No. 15-CV-00921
Our File: 19262.00123 (DGM/TDR)

Dear Mr. Reilly:

Kindly accept this letter as a status report in this matter. Please be advised that I recently received initial discovery disclosures, Plaintiff's investigative expert reports and an engineering expert report prepared by Richard Ramirez on behalf of Shoreline Foundation. I have attached copies of the reports. A summary and analysis of the disclosures and reports is contained below.

Discovery Disclosures

We recently received written discovery disclosures which included the identity of witnesses likely to have information about the cause of the sinkhole and the impact on business loss and damages. The witnesses include employees of Rhoads, Shoreline, TranSystems, Duffield Associates and the Department of the Navy.

The Rhoads witnesses included Joseph Rhoads, Joseph Hare, Robert Orbaugh, and Charles Felix. These witnesses are identified as persons with knowledge about business loss and damages related to the sinkhole.

Plaintiff identified Shoreline witnesses James Royo and Chris Gonzalez and TranSystems employees Edwin Fabila and Robert Snyder. Plaintiff further identified Duffield Associates' employees Matt McNichol, Frank Rossi and Patrick Houston. They appear to be contending that Duffield Associates actually performed some or all of the actual pile driving.

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

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Navy employees identified included Andrew Sullivan, William Gantner, and Marian Sumner. These witnesses were identified as persons with knowledge of the contract and project.

S.T. Hudson Report

Plaintiff produced an expert report from S.T. Hudson Engineers that was prepared at the request of the plaintiffs. The report includes several additional reports including a radar survey, a geotechnical report, and an engineering consultants report from Schnabel Engineering. The report and its parts discuss the alleged damage and cause of the damage at Dry Dock No. 2, which is occupied by Rhoads.

The Hudson report discusses the soil analysis and other reports. The report notes that there is obvious ground settlement around the crane rails as well as settlement around building 590. The report also notes that no vibration monitoring was done nor was it required under the contract.

In the summary of the findings, the report indicates that the fact that the settlement occurred in an isolated area along the crane rail and not along the entire south west side of the dock indicates that the settlement "may be due to unknown nature of the soils in these areas." It further notes that the settlement of building 590 *may* indicate vibration susceptible soils in the area.

The report concludes that the crane rail settlement was most likely caused by the vibrations of driving the piles in the Navy Barge Dock south of Dry Dock No. 2. The conclusion is based primarily on the fact that the crane rail had been in existence for 83 years with no settlement of the rail, there had been no overloading of the crane, and no other changes in the conditions.

The Hudson report makes several recommendations and projected costs for fixing the ground settlement. A load test on the crane and supporting the rail with piles is recommended. Underwood Engineering estimates the cost of reinforcing the ground with compaction grouting at a costs of \$75,000. The report recommends removing the concrete foundation and installing 90 micropiles at an estimated cost of \$275,000. The report further recommends installing 62 auger- cast piles on either side of the rail at a cost of \$330,000. Regardless of the remedial measure chosen, the cost of repairs appears to be less than what had previously been claimed by the plaintiff.

Ramirez Report

Richard Ramirez, a civil consulting engineer, was retained by Shoreline prior to our office's current involvement in the defense of this case. Mr. Ramirez reviewed the Hudson report and set forth his findings in a report dated 3/25/15. The report was prepared in response to Rhoads' allegations that the quay wall construction project 170' south of the dry dock caused 11 inches of settlement of the crane rail after 83 years of service.

The Ramirez report concludes that the settlement of the crane rail was not a direct result of soil liquefaction caused by pile installation. He concludes that the root case was the lack of maintenance at dry dock #2 along with previous water leakage and soil erosion.

Frank P. Reilly
May 13, 2015
Page 3

In reaching his conclusions, Mr. Ramirez analyzed the Hudson report. He states that he takes no exception to the amount of crane rail settlement, but he is not in agreement with the claimed cause. He states that the lack of maintenance at the dry dock was evident and that the unknown usage and overloading of the crane and the unknown scope of remediation/improvements over the last 80 years make it unclear as to whether the crane rail had been in use without issue. A visual inspection of the utility tunnel showed that the tunnel and equipment were in poor condition due to soil erosion issues prior to the rail settlement. Also, he takes issue with the Underwood soils report which concluded that the soils were susceptible to liquefaction. Mr. Ramirez states that the fact that the soils are susceptible does not mean the pile driving caused the settlement. He points out that the settlement was localized to the crane rails and nowhere else even though the soils were the same in the entire dry dock area.

He reviewed the radar survey that was performed by Substrate Testing and included as part of the Hudson report. The voids indicate that the soil has leached through the dry dock wall joints and cracks for decades, which subsequently caused the crane rail to settle. He disagrees with the size and exactness of the void location depicted in the sketch in the Hudson report.

Mr. Ramirez states that the condition of dry dock #2 is very poor as evidenced by the construction joints and cracks which have permitted water and soil infiltration through the openings. The water infiltration was noted in the Schnabel Engineering report.

Mr. Ramirez spoke with Chris Thornton, who was the project superintendent for Shoreline, and he indicated that the east side road, which was used as an access road, was one which he had concerns about. The road was deteriorated due to water leakage and soil erosion to the point that they could not use the road for equipment.

There are numerous buildings between the area where the pile driving occurred and the crane settlement area. Mr. Ramirez points out that none of the other areas or facilities in between were impacted by the construction.

Conclusions and Recommendations

As a result of the plaintiff's report from Hudson and the Ramirez report, it appears that the main issue in the case will be whether the plaintiffs can show that the settlement around the crane rail was due to vibrations as opposed to lack of maintenance or other causes. I will touch base with Mr. Ramirez to find out exactly what additional documents, if any, he will need to strengthen or report moving forward.

We are in the early stages of discovery and I am preparing interrogatories and requests for production of documents to Rhoads Industries which will request production of any and all documents related to maintenance of the cranes, crane rails, and other structures for which the plaintiffs are claiming were damaged by pile driving activities. Depending on the responses we receive regarding maintenance of the crane rail and buildings, we can determine what, if any, additional experts we need moving forward.

We are scheduled to meet with the judge again in July to discuss the current status of the case and establish deadlines moving forward. I have been advised by counsel for the plaintiff that the principal of Rhoads Industries recently endured a personal tragedy involving the murder of his sister by her ex-husband. As

Frank P. Reilly
May 13, 2015
Page 4

a result, there may be some delays moving forward in obtaining discovery from Rhoads Industries. Obviously, the circumstances regarding the delay will be looked upon by the court as excusable.

I will continue to keep you apprised of any developments in this matter as they occur. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Very truly yours,

/s/ Timothy D. Rau

TIMOTHY D. RAU

TDR

cc: Paul Ferguson (by email)
Sandy DiDomenico (by email)
J. Scott Scherban (by email)
Tony Royo (by email)
Anthony Baiamonte, III, Esquire (by email)

LEGAL/100073726.v1

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR CHARLOTTE COUNTY, FLORIDA

CASE NO.: 20-00204-CA

SHORELINE FOUNDATION, INC.

Plaintiff,

-v-

THE CITY OF PUNTA GORDA,

Defendant,

AMENDED COMPLAINT

Plaintiff, SHORELINE FOUNDATION, INC. ("SHORELINE"), by and through its undersigned counsel, hereby sues Defendant, THE CITY OF PUNTA GORDA ("CITY") and states as follows:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of \$30,000, exclusive of attorneys' fees, interest and costs.
2. SHORELINE is a Florida corporation, having its principal place of business in Pembroke Park, Florida. At all times material hereto, SHORELINE was licensed and authorized to perform specialty marine, heavy highway, and deep foundation construction services.
3. CITY is a political subdivision existing under the laws of the State of Florida.
4. Venue is proper in Charlotte County pursuant the Agreement between the parties, further described below, which is the subject of this litigation.
5. On or about December 20, 2017 SHORELINE and CITY entered into Agreement #F2016126 /MAR-SEAWALLS/EOC/2 (the "Agreement") whereby SHORELINE would replace

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

CASE NO.: 20-00204-CA

multiple sections of seawall and perform other repairs related to storm damage. A copy of the Agreement is attached hereto as Exhibit "A."

6. The Agreement described the work as follows: Seawall Replacement/Repairs = Storm Related Zone PGI-SE and PGI-NW1 (the "Project").

7. Initially, prior to entering into the Agreement, the CITY prepared and issued bidding information and documentation ("bid documents") for the Project which was broken into eight different zones and each zone contained a specific scope of work to be performed by the successful bidder and corresponding quantity of work associated with each specific scope of work.

8. On December 17, 2017, based upon the information and quantities provided in the CITY's bid documents, SHORELINE bid on the Project.

9. Subsequent to the submission of its bid, the CITY pursued SHORELINE to lower its unit pricing and after informal conversations on same, SHORELINE acquiesced to CITY's requests to reduce its unit prices.

10. After agreeing to reduce its unit prices SHORELINE was awarded two zones: SE and NW1 and their respective scopes of work. The Agreement issued by the CITY as well as the bid documents included estimated quantities of work for both sections / zones awarded to SHORELINE.

11. After entering into the Agreement with the CITY, SHORELINE attended a preconstruction meeting with the CITY on January 4, 2018.

12. At the preconstruction meeting SHORELINE was presented, for the first time, with two purchase orders: Purchase Order #048745 for Zone PGI-SE and Purchase Order #048746 for Zone PGI-NW1 ("Purchase Orders").

13. The CITY's Purchase Orders substantially reduced the quantities of work to be performed in comparison to what was provided by the CITY in the bid documents. Simultaneously at the Preconstruction Meeting, the City-provided Schedule of Work lists for the two (2) awarded zones (SE & NW1), which further reduced the quantities of work to be performed in comparison to what was provided by the CITY in the Purchase Orders.

14. The CITY's Purchase Orders and bid documents did not contain separate line items for fixed mobilization and demobilization costs, nor were overhead costs or profit set forth in separate independent payment line items. As a result, SHORELINE's fixed mobilization and demobilization costs, its overhead costs, and its profits, had to be equally distributed in the unit prices for the various units of work to be performed. As a result, due to the CITY'S significant reduction in quantities, SHORELINE incurred significant fixed costs and expenses that have not been reimbursed through the payment by the CITY for units of work furnished and installed by SHORELINE pursuant to the Purchase Orders. As an additional consequence of the CITY's unilateral reduction in the quantities of work SHORELINE's cost to perform the remaining work increased.

15. Specifically, the overall reduction by the CITY of the lineal footage of seawalls requiring replacement resulted in SHORELINE incurring significant costs in the form of general conditions, mobilization, demobilization, overhead and expenses that were not reimbursed through the performance of work. The reductions per zone were as follows:

A. Specifically, Zone PGI-SE was reduced from 12,830 lineal feet in the bid documents to 5,687 lineal feet actually installed. This amounts to a difference of 55.67%.

B. Additionally, Zone PGI-NW1 seawall panel installation was reduced from 10,330 lineal feet to 7,002 actual feet installed. This amounts to a difference of 32.22%.

16. Additionally, the CITY's unilateral reduction of lineal footage of seawalls included the deletion and reduction of long runs in the seawalls accounting for a majority of shorter runs in the seawalls. The unilateral reductions in the length of the seawalls that were replaced made the work more costly on a lineal foot basis as longer runs cost less per lineal foot than shorter runs. The unilateral reduction in the length of the runs by the CITY impacted SHORELINE's efficiency as SHORELINE was still required to perform at approximately the same number of locations, but instead had significantly shorter runs due to the lineal foot reduction. Performing at each location requires a half day relocation by SHORELINE. The reductions per zone were as follows:

- A. At Zone PGI- NW1, the bid amount represented was 10,330 lineal feet spread across 58 seawall locations equaling one (1) site relocation every 178.10 lineal feet; but in actuality 7,002 lineal feet spread across 55 seawall locations were provided by the CITY, which resulted in one (1) site relocation every 127.31 lineal feet of seawall.
- B. On Zone PGI-SE the bid amount was 12,830 lineal feet spread across 55 seawall locations equaling one (1) site relocation every 233.27 lineal feet of seawall; but in actuality the runs of seawall replacement in this zone after reduction by the CITY totaled 5,687 lineal feet of seawall restoration spread across 55 seawall relocations equating to one (1) site relocation every 103.40 lineal feet of seawall.

17. In addition to the unilateral reductions in quantities of seawall replacement and runs of seawall replacement, the units of sod restoration were also drastically reduced by the CITY.

CASE NO.: 20-00204-CA

Specifically, Zone PGI-SE and Zone PGI-NW1 bid documents called for a total of 150,000 square feet of sod installation in each zone. In actuality, only 63,778 square feet in the SE Zone and 77,308 square feet in the NW1 Zone were required by the CITY after its unilateral reduction.

18. The unilateral changes by the CITY in the form of significant reduction in quantities *after* the submission of bids by SHORELINE constitute a change to the Agreement between CITY and SHORELINE and entitle SHORELINE to an equitable adjustment to compensate for unreimbursed costs incurred to perform the reduced scope of work and lost profits.

19. Despite the change to the Agreement resulting from the CITY's unilateral reduction in quantities of work SHORELINE was permitted to perform and the negative financial impact to SHORELINE due to same, the CITY has refused to compensate SHORELINE accordingly.

20. SHORELINE has completed the reduced scope of work under the Agreement.

21. Notwithstanding SHORELINE's completion of its contractual obligations, CITY has failed to compensate SHORELINE for the additional costs, expenses and damages it incurred due to the changes the CITY unilaterally implemented on the project.

22. All conditions precedent to filing this action have occurred, have been performed, or have otherwise been waived.

COUNT I – BREACH OF CONTRACT

23. SHORELINE restates and incorporates by reference Paragraphs 1 through 22 above, as if fully set forth herein, and further alleges that:

24. The CITY structured its bidding process based upon certain estimated quantities and upon inclusion in the unit prices for those quantities of fixed costs such as mobilization and demobilization and overhead, as well as profit, and then subsequently unilaterally reduced the

quantities after awarding the bid, through Purchase Orders Numbers 048745 (Zone PGI-SE) and 048746 (Zone PGI-NW1). See Purchase Orders attached hereto as Exhibit "B."

25. The CITY's practice of drastic reductions in quantities by way of purchase orders which were not provided to SHORELINE until after the Agreement was entered into, together with the requirement in the bid documents to include fixed costs and profits in the unit priced bid quantities, constitutes a change to the Agreement the result of which is that SHORELINE suffered substantial financial impact.

26. Further, the CITY included language in the Purchase Orders in an effort to insulate itself from liability resulting from its unilateral reduction in quantities, thereby further demonstrating the CITY's attempt to not pay the full and fair price for the work. See Exhibit "B."

27. In an effort to recoup the unreimbursed costs and the lost profits emanating from the change and the CITY'S practices in relation to the bid documents, Contract award and Purchase Orders, in accordance with the Purchase Orders, SHORELINE submitted Change Order Request No. 3, a copy of which is attached as Exhibit "C". CITY has denied SHORELINE's Change Order Request No. 3.

28. The CITY's practices that resulted in the change to the Agreement and its denial of SHORELINE's Change Order Request No. 3 constitute a material breach of the Agreements.

29. The CITY'S material breach of the Agreements is the legal cause of damages incurred by SHORELINE.

30. SHORELINE has been required to retain the undersigned counsel in order to maintain this action and is obligated to pay its reasonable attorney's fees therefor, for which CITY is liable pursuant to the Article 16 (I) of the Agreement.

CASE NO.: 20-00204-CA

WHEREFORE, Plaintiff, SHORELINE FOUNDATION, INC. demands judgment for damages for breach of the Agreement against Defendant THE CITY OF PUNTA GORDA plus attorney's fees, interest, costs, and such other relief as the Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via electronic mail through the Court's e-Portal System on this 22nd day of June 2020 to: Counsel for Defendant, The City of Punta Gorda, Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A., Jason A. Lessinger, Esq., Bianca N. Manos Esq., and David M. Levin, Esq., jlessinger@icardmerrill.com; bmanos@icardmerrill.com; dlevin@icardmerrill.com; lspong@icardmerrill.com; lkarpova@icardmerrill.com 2033 Main Street, Suite 600, Sarasota, Florida 34237.

FERENCIK LIBANOFF BRANDT
BUSTAMANTE & GOLDSTEIN, P.A.
Counsel for Plaintiff, Shoreline Foundation, Inc.
150 S. Pine Island Road, Suite 400
Ft. Lauderdale, Florida 33324
Tel: 954-474-8080 / Fax: 954-474-7343

/s/ Ira Libanoff
IRA L. LIBANOFF, ESQ.
Florida Bar No. 378429
MARGUERITE F. CHARLSON, ESQ.
Florida Bar No.: 91094
ilibanoff@flblawyers.com
mcharlson@flblawyers.com
tmcpherson@flblawyers.com

Exhibit “E”

Total Contract Amounts for Completed City work for the past 5 years

2017-2021 NEW CONTRACTS	
<u>Project Description</u>	<u>Contract</u>
CENTRAL DIGESTER PLANT	\$ 170,337.00
PUMP STATION #187	\$ 49,711.00
PORT TAMPA BAY	\$ 5,112,566.00
MOSES LAKES	\$ 1,889,830.00
PUNTA GORDA SE	\$ 4,083,343.00
PUNTA GORDA NW1	\$ 4,351,790.00
DANIA BEACH MEGAPORT	\$ 4,856,000.00
FLORIDA KEYS TIMBER	\$ 413,200.00
DINNER KEY	\$ 36,830.00
PELICAN ISLAND DAY DOCK	\$ 386,000.00
COMB PH 2	\$ 1,542,747.00
COMB - BRITTANY BAY PARK	\$ 1,416,407.00
BAY HARBOR ONE	\$ 99,400.00
44 ST AERIAL XING	\$ 86,250.00
SW FL INTL AIRPORT	\$ 76,700.00
PUMP STATION #307	\$ 27,400.00
PUMP STATION #109	\$ 44,200.00
BAHIA HONDA STATE PARK DEBRIS	\$ 206,000.00
JOHN PENNEKAMP ST PK DOCK	\$ 266,500.00
BAHIA HONDA STATE PARK FENDERS	\$ 97,500.00
OPA LOCKA PUMP STATION 003	\$ 41,150.00
PUMP STATION 417	\$ 49,000.00
PUMP STATION #416	\$ 41,750.00
BAYWALK PLAZA AREA	\$ 34,500.00
I-95 FENDER SYSTEM REPAIRS	\$ 332,000.00
HALLANDALE PS - LANZO	\$ 238,000.00
VENETIAN ISLANDS SEAWALL	\$ 649,825.00
I-95 MIAMI RIVER FENDER REPAIRS	\$ 423,127.00
HILLSBORO INLET SOUTH JETTY	\$ 1,498,830.00
CITY OF MARATHON DOCK	\$ 413,307.00
HALL OF FAME MARINA DOCKS	\$ 239,554.00
JOHN PENNEKAMP BRIDGE	\$ 91,000.00
HAUOVER MARINA	\$ 99,000.00
LIGNUMVITAE KEY BOTANICAL	\$ 430,597.00
MD PUMP STA 356	\$ 38,650.00
MDWS VIRGINIA KEYS SUBSTATIONS	\$ 180,625.00
BIRCH STATE PARK	\$ 278,830.00
MARATHON MARINA REPAIRS	\$ 661,846.00
BAHIA HONDA ST PK FEN	\$ 17,550.00
OLD GRIFFIN ROAD SEAWALL	\$ 694,590.00
BLACK POINT MARINA	\$ 748,022.00
COMB MONUMENT ISLAND WATER	\$ 20,688.00
FDEP LIGNUMVITAE BOTANICAL	\$ 379,000.00
COCOPLUM PUMP STATIONS	\$ 52,025.00
MDWS PUMP STA 436	\$ 41,500.00
CITY OF CORAL SPRINGS L.S.	\$ 176,103.00
MDWS PUMP STA 440 MAESTRE	\$ 96,000.00

Exhibit “F”

Letter of explanation for Public Entity



2781 S.W. 56th Avenue • Pembroke Park, Florida 33023
 Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

Bid Name: Sunrise Park North Pier Replacement

Bid No. 21-BG-02

Re: Public Entity explanation:

Dear City of Holly Hill,

As noted in the bid documents, Shoreline Foundation, Inc. voluntarily took a plea to submitting a false, fictitious, or fraudulent claim, in violation of Title 18, United States Code, Section 287. Just to give you a brief background, this matter relates to the USCG Range Marker Project that SFI “successfully” completed in June of 2015. The issue that arose after the successful completion of the project (see attached Performance Assessment) was that some of the coral relocation and marine survey work was not performed or was not performed in accordance with the project specifications. Although SFI retained and paid for the services of an outside professional bethnic firm to address this specific area of work, unbeknownst to Shoreline, not all of the required work was performed by the subcontractor and as a result a portion of the subcontractor’s unperformed work was in fact billed to the USCG. The unperformed subcontractor work was valued at approximately \$30,000.00 which was only 1% of the total contract value of \$2,864,454.00.

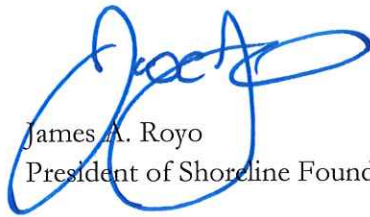
Due to the fact that SFI understood that it was ultimately responsible for the actions of its employees, as well as its subcontractors, SFI determined that it was in the Shoreline’s best interest to resolve the matter as quickly and amicably as possible. In doing so and as part of the agreement with the Government, the Government went as far as to include the following language in the final documents; *“To the extent that DHS considers debarment or suspension of the defendant for the acts giving rise to this offense, this Office shall recommend that the defendant be neither debarred or suspended”*. In addition, since the date of the resolution of the above mentioned incident with the Government, Shoreline has had reviews with both FDOT and the Florida Department of Management Services and based upon those reviews Shoreline has not been debarred by either agency nor has it been placed on any Convicted Vendor List.

In closing it should also be noted that Shoreline Foundation, Inc. has been in business since 1986 and this is the first and only incident that Shoreline has ever had to respond to. Shoreline has

always been and will continue to be a responsible contractor that provides a cost effective and superior product to its clients.

Thank you for your time and attention to this matter and please feel to contact my office if you have any questions or concerns.

Sincerely,



James A. Royo
President of Shoreline Foundation, Inc.

ATTORNEYS AT LAW

215 S. Monroe Street | Suite 500
 Tallahassee, Florida 32301-1866
 P.O. Drawer 190 | Tallahassee, Florida 32302-0190
 850.224.1585 | fax 850.222.0398
 www.carltonfields.com

Atlanta
 Florham Park
 Hartford
 Los Angeles
 Miami
 New York
 Orlando
Tallahassee
 Tampa
 Washington, DC
 West Palm Beach

**CARLTON
 FIELDS**

March 25, 2010

To Whom It May Concern:

Shoreline Foundation, Incorporated ("SFI") notified the Florida Department of Management Services ("DMS") of its conviction in connection with a contract with a federal government agency. SFI provided DMS with details relating to the conviction, as well as information mitigating against SFI's placement on Florida's convicted vendor list pursuant to Florida Statute 287.133(3)(e)3f. On May 29, 2019, the attorney representing DMS notified me that, based on the information supplied, DMS did not intend to place SFI on the Florida public entity crime list. DMS' convicted vendors list, which is available at the following webpage, provides verification that DMS has not placed SFI on the list.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list

Sincerely,



Martha Harrell Chumbler

Cc: Richard Geraci

Carlton Fields, P.A.

Carlton Fields, P.A. practices law in California through Carlton Fields, LLP.

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

UNITED STATES DISTRICT COURT

SOUTHERN

District of

FLORIDA

UNITED STATES OF AMERICA
V.

SHORELINE FOUNDATION, INC.

JUDGMENT IN A CRIMINAL CASE
(For Organizational Defendants)

CASE NUMBER: 18-CR-20708-WILLIAMS

DOUGLAS MOLLOY

Defendant Organization's Attorney

THE DEFENDANT ORGANIZATION:☒ pleaded guilty to count(s) 1 OF THE INFORMATION☐ pleaded nolo contendere to count(s) _____
which was accepted by the court.☐ was found guilty on count(s) _____
after a plea of not guilty.

The organizational defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
18 U.S.C. 287.F	FALSE, FICTITIOUS AND FRAUDULENT CLAIMS.	8/29/2018	1

The defendant organization is sentenced as provided in pages 2 through 5 of this judgment.☐ The defendant organization has been found not guilty on count(s) _____☐ Count(s) _____ ☐ is ☐ are dismissed on the motion of the United States.

It is ordered that the defendant organization must notify the United States attorney for this district within 30 days of any change of name, principal business address, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant organization must notify the court and United States attorney of material changes in economic circumstances.

Defendant Organization's
Federal Employer I.D. No.: 59-2695595

Defendant Organization's Principal Business Address:

2721 SW 56TH AVENUE
PEMBROKE PARK, FLORIDA 330231/9/2019

Date of Imposition of Judgment

Signature of Judge

KATHLEEN M. WILLIAMS

Name of Judge

DISTRICT JUDGE

Title of Judge

Date

2/13/19

Defendant Organization's Mailing Address:

JOHN MCGEE, VICE PRESIDENT
2781 SW 56TH AVENUE
PEMBROKE PARK, FLORIDA 33023

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

DEFENDANT ORGANIZATION: SHORELINE FOUNDATION, INC.
CASE NUMBER: 18-CR-20708-WILLIAMS

PROBATION

The defendant organization is hereby sentenced to probation for a term of :
5 YEARS

The defendant organization shall not commit another federal, state or local crime.

If this judgment imposes a fine or a restitution obligation, it is a condition of probation that the defendant organization pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant organization must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page (if indicated below).

STANDARD CONDITIONS OF SUPERVISION

- 1) within thirty days from the date of this judgment, the defendant organization shall designate an official of the organization to act as the organizations's representative and to be the primary contact with the probation officer;
- 2) the defendant organization shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
- 3) the defendant organization shall notify the probation officer ten days prior to any change in principal business or mailing address;
- 4) the defendant organization shall permit a probation officer to visit the organization at any of its operating business sites;
- 5) the defendant organization shall notify the probation officer within seventy-two hours of any criminal prosecution, major civil litigation, or administrative proceeding against the organization;
- 6) the defendant organization shall not dissolve, change its name, or change the name under which it does business unless this judgment and all criminal monetary penalties imposed by this court are either fully satisfied or are equally enforceable against the defendant's successors or assignees; and
- 7) the defendant organization shall not waste, nor without permission of the probation officer, sell, assign, or transfer its assets.

DEFENDANT ORGANIZATION: SHORELINE FOUNDATION, INC.
CASE NUMBER: 18-CR-20708-WILLIAMS

Judgment—Page 3 of 5

SPECIAL CONDITIONS OF SUPERVISION

1. Disclosure of Business/Financial Records: The defendant corporation shall make full and complete disclosure of its business finances/financial records to the U.S. Probation Officer. The defendant corporation shall submit to an audit of its business financial records as requested by the U.S. Probation Officer.
2. Permissible Search: The defendant corporation shall submit to a search and/or inspection of any of its properties and places of business conducted at a reasonable time and in a reasonable manner by the U.S. Probation Officer and shall permit the U.S. Probation Officer to accompany any law enforcement or regulatory official during any enforcement or inspection of the defendant's properties or places of business.
3. Required Notification - Financial: The defendant corporation shall be required to notify the U.S. Probation Officer immediately upon learning of any material adverse change in its business or financial condition or prospects, the commencement of any bankruptcy proceeding or any major civil litigation in excess of \$25,000.
4. Required Notification - Breach of Compliance: The defendant corporation is to inform the U.S. Probation Officer of any breach of compliance involving the defendant company. A description of the nature, date and time of the breach of compliance shall be provided to the U.S. Probation Officer within three days of the breach.
5. Corporate Compliance: The defendant corporation shall not, through a business transaction of any type, including but not limited to, a change of name, business reorganization, sale or purchase of assets, divestiture of assets, or any similar action, seek to avoid the obligations and conditions set forth in the plea agreement. The plea agreement, together with all of the obligations and terms thereof, shall inure to the benefit of and bind assignees, successors-in-interest, or transferees of the defendant.
6. Required Compliance Program: The defendant corporation shall establish and maintain an effective compliance program which shall comply with all federal rules and regulations pertaining to false, fictitious and fraudulent claims to an agency of the United States, in violation of 18 U.S.C. § 287, and shall employ an appropriately qualified Compliance Officer, subject to the approval of the Court. This Compliance Officer shall have the responsibility for implementing the compliance program and overseeing the compliance program. The Compliance Officer shall be a senior level management or supervisory level officer. The entire compliance program shall remain under the supervision of the Court for the duration of the term of probation.

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

DEFENDANT ORGANIZATION: SHORELINE FOUNDATION, INC.
CASE NUMBER: 18-CR-20708-WILLIAMS**SCHEDULE OF PAYMENTS**

Having assessed the organization's ability to pay, payment of the total criminal monetary penalties are due as follows:

- A ☒ Lump sum payment of \$ 400.00 due immediately, balance due
- ☐ not later than _____, or
- ☐ in accordance with ☐ C or ☐ D below; or
- B ☐ Payment to begin immediately (may be combined with ☐ C or ☐ D below); or
- C ☐ Payment in _____ (e.g., equal, weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after the date of this judgment; or
- D ☐ Special instructions regarding the payment of criminal monetary penalties:

All criminal monetary penalties are made to the clerk of the court.

The defendant organization shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

- ☐
- Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

- ☐ The defendant organization shall pay the cost of prosecution.
- ☐ The defendant organization shall pay the following court cost(s):
- ☐ The defendant organization shall forfeit the defendant organization's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Construction

Name/Address of Contractor:

Company Name: SHORELINE FOUNDATION, INC.

Division Name:

Street Address: 2781 SW 56TH AVE

City: HOLLYWOOD

State/Province: FL Zip Code: 330234166

Country: USA

CAGE Code:

DUNS Number: 154650147

PSC: Z2PZ NAICS Code: 237990

Evaluation Type: Interim

Contract Percent Complete: 100

Period of Performance Being Assessed: 07/24/2013 - 08/25/2015

Contract Number: HSCG8213CPACP03 **Business Sector & Sub-Sector:** Construction

Contracting Office: 00082 **Contracting Officer:** ODALYS MCGEE **Phone Number:** 305-278-6727

Location of Work:

Miami, FL (Offshore Aid to Navigation structures, 2 pair)

Award Date: 07/24/2013 **Effective Date:**

Completion Date: 02/21/2015 **Estimated/Actual Completion Date:** 08/25/2015

Total Dollar Value: \$2,930,700 **Current Contract Dollar Value:** \$2,930,700

Complexity: Medium **Termination Type:** None

Competition Type: Full and Open Competition after Exclusion of Sources **Contract Type:** Firm Fixed Price

Key Subcontractors and Effort Performed:

DUNS:

Effort:

DUNS:

Effort:

DUNS:

Effort:

Project Number:

Project Title:

Aid to Navigation Unit Ft. Lauderdale

REPLACEMENT OF THE MIAMI MAIN CHANNEL ENTRANCES RANGES

Contract Effort Description:

The work includes the construction of two (02) replacement range towers for navigation of the Government Cut Channel. Work shall include the complete construction and installation of the new Government Cut Front and Government Cut Rear range structures including all appurtenances as shown on the contract drawings.

The demolition of two (02) existing range towers referred to as the Existing Government Cut Front Range and Existing Government Cut Rear Range.

The work includes the construction of two (02) replacement range towers for navigation of the Miami Main Channel. Work shall include the
FOR OFFICIAL USE ONLY

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

complete construction and installation of the Miami Main Front and Miami Main Rear range structures including all appurtenances as shown on the contract drawings.

The work includes the demolition of four (04) existing range towers referred to as the Existing Miami Main Front Range, Existing Miami Main Rear Range, Existing Miami Main Temporary Front Range and Existing Miami Main Temporary Rear Range.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Very Good
Schedule:	N/A	Very Good
Cost Control:	N/A	Exceptional
Management:	N/A	Very Good
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	N/A
Other Areas:		
(1) :		N/A
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: The quality of the offshore construction was high. The independent A/E firm that designed and inspected the project was impressed with the work. Only a small punchlist of items remaining once the contractor approached 100% complete.

SCHEDULE: The contractor kept on schedule and worked continuously as much as the weather would allow. Weather (sea state) was the major factor in the contractor not wanting to/not able to complete the work on-site safely. When good weather existed, the contractor was on-site completing as much work as possible.

COST CONTROL: The contractor worked side by side with the government to keep the change orders to a minimum and only for actual needs.

MANAGEMENT: Contractor communicated very well with the government. Conference calls generally resolved any issues that came up. The contractor kept submittals and other documents in-line.

ADDITIONAL/OTHER: n/a

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: ADA HOGGARD

FOR OFFICIAL USE ONLY

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

Title: Contract Specialist

Organization: DHS CEU Miami

Phone Number: 3052786724 Email Address: ada.m.hoggard@uscg.mil

Date: 09/29/2015

Contractor Comments:

ADDITIONAL/OTHER: Contractor agrees with the ratings assigned.

CONCURRENCE: I concur with this evaluation.

Name and Title of Contractor Representative:

Name: TOM PEARSE

Title: Chief Estimator

Phone Number: 9549850460 Email Address: tpearse@shorelinefoundation.com

Date: 09/30/2015

Review by Reviewing Official:

Review by Reviewing Official not required.

Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

FOR OFFICIAL USE ONLY

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

Exhibit “G”

Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

5.1.c

DATE (MM/DD/YYYY)
10/01/2020

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. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309		CONTACT NAME: Jasmine Heath PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS: Jheath@bbflaud.com																									
INSURED Shoreline Foundation Inc 2781 SW 56th Avenue Hollywood FL 33023		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>Ascot Insurance Company</td><td>NAIC #</td><td>23752</td></tr><tr><td>INSURER B:</td><td>Liberty Mutual Insurance Company</td><td></td><td>23043</td></tr><tr><td>INSURER C:</td><td>Liberty Mutual Fire Insurance Company</td><td></td><td>23035</td></tr><tr><td>INSURER D:</td><td>Lloyd's of London</td><td></td><td>15642</td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	Ascot Insurance Company	NAIC #	23752	INSURER B:	Liberty Mutual Insurance Company		23043	INSURER C:	Liberty Mutual Fire Insurance Company		23035	INSURER D:	Lloyd's of London		15642	INSURER E:				INSURER F:			
INSURER A:	Ascot Insurance Company	NAIC #	23752																								
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INSURER D:	Lloyd's of London		15642																								
INSURER E:																											
INSURER F:																											

COVERAGES**CERTIFICATE NUMBER:** 20-21**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			MLIB100114001	02/15/2020	02/15/2021	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	☐ POLICY ☒ PROJECT ☐ LOC	MED EXP (Any one person) \$ 10,000					
	OTHER:	PERSONAL & ADV INJURY \$ 1,000,000					
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			AS2Z51292092040	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			MAXS201000108101	02/15/2020	02/15/2021	EACH OCCURRENCE \$ 10,000,000
			AGGREGATE \$ 10,000,000				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC2Z51292092030	10/01/2020	10/01/2021	☒ PER STATUTE ☐ OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Vessel Pollution Policy			5327101	08/10/2020	08/10/2021	Limit \$5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Shoreline Foundation, Inc. 2781 SW 56 Avenue Pembroke Park FL 33023	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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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED Shoreline Foundation Inc	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

*** 50% Quota-Share on MGL, Hull, P&I with Ascot Insurance & 50% Quote Share on Bumbershoot w/Liberty Insurance ***

Hull/P&I Coverage - Jones Act/Crew Coverage Included
 Effective: 02/15/2020 - 02/15/2021
 Policy# LIUH0036201
 \$1,000,000 P&I Limit

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

Tab VII: Price Proposal Form

REVISED PROPOSAL PRICING
FORM RFP # 21-BG-02
Sunrise Park North Pier Replacement

RFP Date: 2/26/21

TO: The City of Holly Hill, Florida

FROM: Shoreline Foundation, 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 Sunrise Park North Pier 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 **Sunrise Park North Pier Replacement** as follows:

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Timber Pier Reconstruction					
1	8'x328' Timber Access Pier - Materials and Labor	2,624.0	SF	\$45.00	\$118,080.00
2	12'x58' Timber Terminal Pier - Materials and Labor	696.0	SF	\$50.00	\$34,800.00
3	Timber Piles - 12" Dia. X 40' w/ Pile Wrap - Materials and Labor	87.0	EA	\$1,900.00	\$165,300.00
4	Timber ADA Railing - Materials and Labor	788.0	LF	\$95.00	\$74,860.00
5	Electrical / Lighting - Fixtures, Materials and Labor	1.0	EA	\$16,000.00	\$16,000.00
Total - Timber Pier Reconstruction					\$409,040.00

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM
Timber Pier Reconstruction - Other Costs					
6	Contractor Mobilization / Demobilization	1.0	LS	\$55,000.00	\$55,000.00
7	Demolition of Existing Structures	1.0	LS	\$155,000.00	\$155,000.00
8	Insurance, Licenses, Bonds and Misc.	1.0	LS	\$24,290.00	\$24,290.00
9	Environmental Control Measures	1.0	LS	\$8,500.00	\$8,500.00
10	Survey Layout And Asbuilts	1.0	LS	\$18,000.00	\$18,000.00
Total - Timber Pier Reconstruction - Other Costs					\$260,790.00

SUMMARY

Timber Pier Reconstruction - Labor and Materials	\$ 409,040.00
Timber Pier Reconstruction - Other	\$ 260,790.00
Total	\$ 669,830.00

Total Base Bid

669,830.00

Total Base Bid in Writing: Six Hundred Sixty-Nine Thousand Eight Hundred Thirty Dollars and Zero Cents.

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
3a	12" PT Pile Length Increase - Materials and Labor	\$50.00	LF
3b	12" PT Pile Length Decrease - Materials and Labor	\$45.00	LF

Bid schedule has been prepared to include major components of work.

It shall be the Respondent's responsibility to review plans and specifications and to bid accordingly.

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 _____ 2781 SW 56th Avenue _____
 Address _____
 Printed Name & Title James A. Royo, President _____
 City, State, Zip Code _____
 Shoreline Foundation, Inc. _____
 Company _____ 954.985.0460 _____
 Telephone No. _____
 Date 2/26/21 _____
 Email Address. tony@shorelinefoundation.com / jwelch@shorelinefoundation.com

Attachment: RFP 21-BG-02 Shoreline Foundation (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



1078 Island Ave. Tarpon Springs, FL 34689

T: 727-800-5512 / F: 727-800-5502

www.midcoastllc.com

REQUEST FOR QUALIFICATION(s)

OWNER:

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL

TITLE:

Sunrise Park North Pier Replacement

PROPOSAL NO.

RFP – 21-BG-02

COMPANY SUBMITTING BID:

Midcoast Construction Enterprises, LLC

1078 Island Avenue

Tarpon Springs, FL 34689

Jack D Fulford – Owner

Tel: 727-800-5512

JFULFORD@MIDCOASTLLC.COM

DATE SUBMITTED:

3/2/2021



1078 Island Ave. Tarpon Springs, FL 34689

T: 727-800-5512 / F: 727-800-5502

www.midcoastllc.com

TABLE OF CONTENTS

OWNER:

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL

TITLE:

Sunrise Park North Pier Replacement

PROPOSAL NO.

RFP – 21-BG-02

Tab 1:	Management Summary
Tab 2:	Corporate Experience Capacity
Tab 3:	Customer Listing
Tab 4:	Acceptance Conditions
Tab 5:	Documents
Tab 6:	Required Form(s) Submittal
Tab 7:	Price Proposal Form



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TAB: 1

MANAGEMENT SUMMARY



1078 Island Ave. Tarpon Springs, FL 34689
 T: 727-800-5512 / F: 727-800-5502
www.midcoastllc.com

City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, FL

3/2/2021

Project: Sunrise Park North Pier Replacement

RFP: 21-BG-02

To Whom This May Concern,

Welcome to Midcoast Construction Enterprises, LLC. We are a full-service marine construction company located in west central Florida specializing in all aspects of Heavy Civil & Commercial Marine Construction. We currently own a full fleet of Site Equipment, Barges, Cranes, and Vessels capable of accessing and supporting each unique project site.

We are State Licensed, Insured, and Fully Bonded for all Commercial & Government Contracts.

Our firm is completely self-sufficient. We own and operate all our own equipment. Our crews are trained and well experienced in the operation of our cranes, barges, and waterborne vessels.

Each project site is unique. Whether were working on inland waterways, Lakes, or Intercoastal areas; With our versatile Barges, we can assemble the right rig specifically for each project. This makes us versatile beyond measure and keeps our prices competitive.

The success of Midcoast is built upon Value, Quality Products, & Superior Service.

The company also knows the meaning of having valued employees. Midcoast knows that nothing is possible without their men & women who work day-in and day-out to also provide for their families. Midcoast is confident that they employee some of the best people in the industry.

You acan have confidence that when you choose Midcoast for your next project; you will be getting top quality service with unparalleled results.

Cont. Pg 2

Attachment: RFP 21-BG-02 Midcoast Construction Engineering (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



1078 Island Ave. Tarpon Springs, FL 34689

T: 727-800-5512 / F: 727-800-5502

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If you have any questions regarding our firms qualification(s) feel free to contact me at any time via email or phone : JFULFORD@MIDCOASTLLC.COM or 727-800-5512.

A handwritten signature in blue ink, appearing to read "J. Fulford", written over a horizontal dashed line.

Jack D. Fulford
Owner



1078 Island Ave. Tarpon Springs, FL 34689

T: 727-800-5512 / F: 727-800-5502

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TAB: 2

CORPORATE EXPERIENCE AND CAPACITY



1078 Island Ave. Tarpon Springs, FL 34689
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www.midcoastllc.com

City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, FL

3/2/2021

Project: Sunrise Park North Pier Replacement

RFP: 21-BG-02

Subject: Corporate Experience

To Whom This May Concern,

Per the bid document(s), below is the list of requested information under the corporate experience requirement(s):

Size of Corporation: Midcoast Currently has a Gross Revenue of \$10M-\$15M Annually

Location of Office: Our Home office is located at 1078 Island Ave. Tarpon Springs, FL 34689
 This office is fronted by 200' of Deep Port Waterway Access on the Anclote River
 Our secondary office is Located at 6675 114th Ave. Largo, FL 33773
 This office is 5 acres of Land and 5,000 SF of warehouse which hold our site equipment and additional office employees.

Number of Years

In Business: 9 Years

Number of Employees: 35 Full Time / 6-8 Part Time

Equipment Owned: Available for this project: 30'x 90' Material Barge, 30' x 90' Crane Barge, American 5299 Crane, Razorhead 35' Crew Vessel, 35' Tugg/Tender Boat, Cat 938 Loader, Takahuchi SkidSteer, Pile Driving Equipment Leads & Hammer, and All support equipment i.e Small Tools, Construction Trailers, Crew Trucks, Crew Trailers.

Company General Info: Midcoast Construction Enterprises, LLC is a Limited Liability Company, Licensed and Operated within the State of Florida. The company is solely owned by Jack Fulford who is 100% shareholder. The company services the entire state of Florida.



1078 Island Ave. Tarpon Springs, FL 34689

T: 727-800-5512 / F: 727-800-5502

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TAB: 3

CUSTOMER LISTINGS



1078 Island Ave. Tarpon Springs, FL 34689

T: 727-800-5512 / F: 727-800-5502

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City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL

3/2/2021

Project: Sunrise Park North Pier Replacement

RFP: 21-BG-02

Subject: Customer Listing(s)

To Whom This May Concern,

Per the bid document(s), below is the list of requested information under the customer listing(s) of similar completed projects:

Customer1:

Name: Hernando County BOCC – 1653 Blaise Drive, Brooksville, FL 34601 – 352-754-4031

Description: Bayport Pier Replacement – Construction of a wooden Pier, Demo of Existing Pier, Pile Driving, Test Piles, Decking, Framing, ADA Handrails, Seawall Modification, Asphalt Paving, Sidewalks, and Landscaping

Time: Start Date:10/21/2019 Completion Date: 11/1/2020

Contact: Harry Johnson: 352-754-4031 – hjohnson@hernandocounty.us

Customer2:

Name: City of Gulfport – 2401 53rd Street South, Gulfport, FL 33707

Description: Williams Pier Rehabilitation – Major Pier rehabilitation, Concrete deck slabs, Concrete overlays, steel rehabilitation, spall repairs, pile repairs, handrailing and demolition

Time: Start Date:07/1/2020 Completion Date: 09/20/2020

Contact: Tom Nicholls – 727-893-1090 tnicholls@mygulfport.us

Customer3:

Name: Pinellas County / Keystone Excavators – 22211 US Hwy 19 N. Clearwater, FL 33765

Description: Pier and Boardwalk Construction, Pile Driving, Docks, ADA Ramps and Handrailing, Canopy Structures, Pile Jacketing, Decking, Framing, and Restoration

Time: Start Date:11/15/18 Completion Date: 07/1/2019

Contact: Jeff Truxton – 813-267-1543 jeff@keystoneexcavators.com



1078 Island Ave. Tarpon Springs, FL 34689

T: 727-800-5512 / F: 727-800-5502

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Customer4:

Name: City of South Pasadena – 7047 Sunset Dr. South Pasadena, FL 33707

Description: Construction of the Sunset Drive Boardwalk, Pile Driving, Decking, Framing, Composite Railing, Sidewalks, Pile Jacketing

Time: Start Date:10/15/2019 Completion Date: 02/15/2020

Contact: EOR – Justin Keller – 727-526-9158 keller@aed-fl.com

Customer5:

Name: City of New Port Richey / Augustine Construction – 2495 Keystone Rd. Tarpon Springs, FL

Description: Major Pier Construction –Wooden Pile Foundations, Composite Decking, Pile Jacketing, Canopy Structures, Cable Rail Systems, Rock Drilling, and Tension bracing system

Time: Start Date:08/10/2018 Completion Date: 06/01/2019

Contact: Joe McCoy – 727-741-4934 joe@augustine.us

Customer 6:

Name: City of Tarpon Springs – 324 E. Pine St. Tarpon Springs, FL

Description: Marina Construction – Demolition of Existing Marina, Installation new marina, wood foundation piling, fixed wooden piers, floating docks, new seawall cap, boat lifts, and electrical

Time: Start Date:04/10/2019 Completion Date: 11/25/2019

Contact: Nick Makris – 727-207-9037 nmakris@ctsfl.us

Customer7:

Name: Florida Department of Environmental Protection- 3900 Commonwealth Blvd. Tallahassee, FL

Description: Construction of Phase 1, 2, and 3 of the Caladesi Island Marina Bulkhead Upgrades and Currently constructing an observation tower. Included wooden piers, seawalls, seawall caps, wooden foundation piling, decking framing, and electrical.

Time: Start Date:01/1/2019 Completion Date: 11/12/2019

Contact: Andy Carrier – 941-882-7201 andy.j.carrier@fldep.gov

If you need further references for more projects completed, or if for any reason a reference is non-responsive, please do not hesitate to contact me and I will immediately supply you with additional references and contact information



1078 Island Ave. Tarpon Springs, FL 34689
T: 727-800-5512 / F: 727-800-5502
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TAB: 4

ACCEPTANCE OF CONDITIONS



1078 Island Ave. Tarpon Springs, FL 34689
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City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL

3/2/2021

Project: Sunrise Park North Pier Replacement

RFP: 21-BG-02

Subject: Acceptance of Condition(s)

To Whom This May Concern,

Per the bid document(s), below is our firms official statement of acceptance of conditions:

Midcoast Construction Enterprises, LLC has visited the project site, reviewed all the documents within the RFP including the attached permits, addendum, and geotechnical reports. We take no exceptions to the documents or the plans provided by the City of Holly Hill.

Consider this statement as our full acceptance of all pertinent documents pertaining to the above referenced project.

Respectfully,

A handwritten signature in blue ink, appearing to read "J. Fulford", written over a horizontal line.

Jack D. Fulford
Owner



1078 Island Ave. Tarpon Springs, FL 34689

T: 727-800-5512 / F: 727-800-5502

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TAB: 5

DOCUMENTS



1078 Island Ave. Tarpon Springs, FL 34689
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City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, FL

3/2/2021

Project: Sunrise Park North Pier Replacement

RFP: 21-BG-02

Subject: Documents

To Whom This May Concern,

Below is a list of our current State Licenses along with our current Affiliate Membership(s),

LICENSE QUALIFIER:	Jack Fulford
LICENSE COMPANY:	Midcoast Construction Enterprises, LLC
LICENSE ISSUED BY:	State of Florida
STATE LICENSE NUMBER:	SCC131152368
LICENSE TYPE:	The Marine Specialty Contractor
EXPIRES:	8/31/2022
LICENSE QUALIFIER:	Jack Fulford
LICENSE COMPANY:	Midcoast Construction Enterprises, LLC
LICENSE ISSUED BY:	State of Florida
STATE LICENSE NUMBER:	CUC1225167
LICENSE TYPE:	The Underground Utility and Excavation Contractor
EXPIRES:	8/31/2022
LICENSE QUALIFIER:	Jack Fulford
LICENSE COMPANY:	Midcoast Construction Enterprises, LLC
LICENSE ISSUED BY:	State of Florida
STATE LICENSE NUMBER:	CGC1522484
LICENSE TYPE:	The General Contractor
EXPIRES:	8/31/2022



1078 Island Ave. Tarpon Springs, FL 34689

T: 727-800-5512 / F: 727-800-5502

www.midcoastllc.com

Midcoast Construction Enterprises, LLC is a Proud Member of the Florida Marine Contractors Association

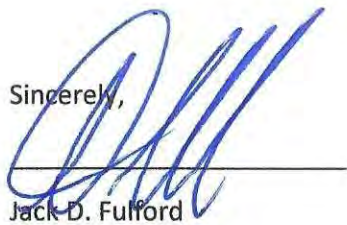
Midcoast Construction Enterprises, LLC is a Proud Member of the Tampa Bay Marine Contractors Association

Midcoast Construction Enterprises, LLC is a Proud Member of NADRA – North American Deck and Rail Association

Our firm sponsors over \$50,000 per year in annualy donations to non-profit organizations and team sports programs.

Official copies of each license are included in the bid package,

If you have any further questions about our firms licenses or affiliates, please do not hesitate to contact us,

Sincerely,


Jack D. Fulford

Owner



1078 Island Ave. Tarpon Springs, FL 34689
T: 727-800-5512 / F: 727-800-5502
www.midcoastllc.com

TAB: 6

REQUIRED FORMS AND SUBMITTALS

PROPOSER CHECK LIST

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

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

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

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

- ☒ The mailing envelope **must be sealed and marked** with Qualification Number "RFP # 21-BG-02, Proposal Title "Sunrise Park North Pier Replacement " and Due Date "March 2nd , 2020 @ 10:00 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

Midcoast Construction Enterprises LLC

Company

1078 Island Avenue

Address

Authorized Signature

Tarpon Springs, FL 34689

City, State, Zip Code

Jack Fulford Managing Member

Printed Name & Title

727- 800 - 5512

Telephone No.

Email

jfulford@midcoastllc.com

727- 800 - 5502

Fax No.

PROFESSIONAL SERVICES AGREEMENT**Sunrise Park North Pier Replacement****Request for Proposal (RFP) 21-BG-02**

THIS AGREEMENT is made and entered into this 1 ^{march} day of XXX, 2021, by and between Midcoast Construction Enterprises LLC, duly authorized to conduct business in the State of Florida and whose address is 1078 Island Avenue Tarpon Springs, FL 34689, 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 #21-BG-02), 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 two hundred and ten (210 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:

managing
Jack Falford, Member (Name, Title)
Midcoast Construction Enterprises LLC (Company)
1078 Island Avenue (Address)
Tarpon Springs, FL 34689 (City, State, Zip)
727-800-5512 (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 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 CONCERNING 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: Jack Fulford, Managing Member

Dated: March 1, 2021

Attachments: A. RFP #21-BG-02

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. _____.

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.

Midcoast Construction Enterprises LLC

Company

1078 Island Avenue
Address

Authorized Signature

Tarpon Springs, FL 34689
City, State, Zip Code

Jack Fulford, Managing Member
Printed Name & Title

727-800-5512
Telephone No.

fulford@midcoastllc.com
Email

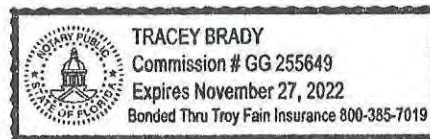
727-800-5502
Fax No.

State of Florida
City of Pinellas

SUBSCRIBED AND SWORN to before me this 1 day of March, 20 21, by Jack Fulford, who is personally known to me to be the Managing Member for the Firm, OR who produced the following identification: _____

Tracey Brady

Notary Public



My Commission Expires: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
58%	Discovery Center, Caladesi Island	\$ 1,623,000.00
26%	Wharf & Wall Repairs, Port Manatee	\$ 3,381,655.00
23%	South Brink Weir Rehabilitation	\$ 272,105.86

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

2019 Commercial Pier / Dock Builder Winner awarded by
North American Dock & Rail Association

OTHER INFORMATION ABOUT PROJECTS:

See attached info and pictures of two wooden pier projects -
Bayport Pier and Orange Lake Pier

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

All permits, federal, municipal and environmental costs have been covered by the entity Midcoast Construction was contracted with.

21-BG-02 Sunrise Park North Pier Replacement



1078 Island Ave. Tarpon Springs, FL 34689
 T: 727-800-5512 / F: 727-800-5502
www.midcoastllc.com

City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, FL

Project: Sunrise Park North Pier Replacement

Subject: Past Completed Projects

To Whom This May Concern,

Welcome to Midcoast Construction Enterprises, LLC. We are a full-service marine construction company located in west central Florida specializing in all aspects of Heavy Civil & Commercial Marine Construction. We currently own a full fleet of Site Equipment, Barges, Cranes, and Vessels capable of accessing and supporting each unique project site. We are State Licensed, Insured, and Fully Bonded for all Commercial & Government Contracts.

Pier are a great way to enjoy open water without the need for watercraft. Whether you are fishing or simply enjoying the ocean view a pier can take you there. At Midcoast we have the capability of building Small to Large Piers. We have the cranes, barges and support equipment needed to Drive the foundation piling whether they be concrete, steel, or wood. Our form crews are versatile in that they can frame and deck a wooden pier or they can form and pour a concrete deck for a concrete pier. Piers are a very specialized marine construction trade that our firm has been well trained and experienced in constructing.

SIMILAR AND RECENTLY COMPLETED

Bayport Pier – PHOTO ATTACHED

Owner: Hernando County

Contract Price: \$658,010.00

Construction of a Wooden Fishing Pier using Timber Piling, PT Decking, Composite Handrailing, & Stainless Steel Hardware. Special Construction Aspects: This pier required piling to penetrate a minimum of 27' embedment. All the piling required drilling and driven by drop hammer and crane.



Orange Lake Piers – PHOTO ATTACHED

Owner: City of New Port Richey

Contract Price: \$985,552.00

These were two piers on wood timber foundations, composite deck and handrails, custom steel framed gazebo and benches. Special Construction Aspects: All of this piling were drilled and socketed into rock. Midcoast was the required to underwater grout the annular space. We also welded and fabricated the steel gazebo over the water. Add in the fact that its on a radius and 135 custom joint cuts to make the radial work with square decking.

Midcoast Construction was named North Americas Number one Commercial Dock Builder in 2019 for the Orange Lake Piers. This is a very prestigious award given by the North American Deck and Rail Association annually. We are proud to carry this title.

If you or anyone else would like to inquire about any additional pier or commercial dock projects Midcoast has completed, please do not hesitate to contact our firm,

Sincerely,

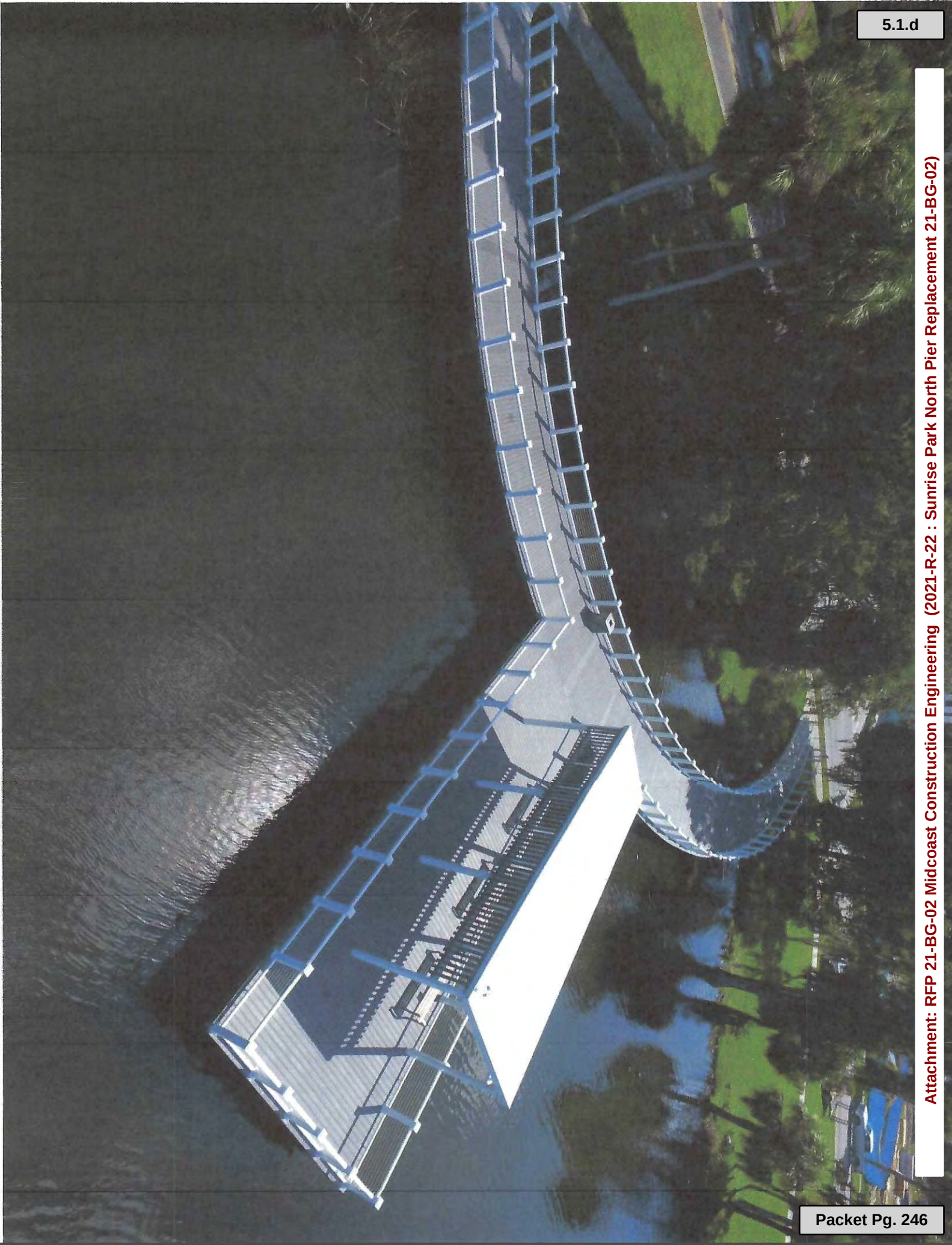
Jack D. Fulford

Jack D. Fulford

Owner









REFERENCES:Bank(s) Maintaining Account(s): Bank of Tampa, 10980 S. Belcher Road,Largo, FL 33777 727-502-8420 Frank VitarelliSurety/Underwriter: (if required) NGM Insurance, 55 West Street,Keene, NH 03431

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 8. 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.

Midcoast Construction Enterprises LLC

Company

Authorized Signature

1078 Island Avenue

Address

Tarpon Springs, FL 34689

City, State, Zip Code

DECLARATION STATEMENT

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

RE: RFP NO. 21-BG-02 “ Sunrise Park North Pier 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 #21-BG-02**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 1 day of March, 2021 in the City of Tarpon Springs, in the State of Florida.

Midcoast Construction Enterprises LLC

Company

Authorized Signature

Address

City, State, Zip Code

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

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

<u>\$1,000,000</u> single limit per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |

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

- | | |
|--|---|
| ☒ 4. Automobile Liability | \$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS (Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP Number** and **Sunrise Park North Pier 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.

Midcoast Construction Enterprises LLC

Company

1078 Island Avenue,
Address

Authorized Signature

Tarpon Springs, FL 34689
City, State, Zip Code

Jack Fulford, Managing Member
Printed Name & Title

727- 800- 5512,
Telephone No.

fulford@midcoastllc.com
Email

727- 800- 5502,
Fax No.

Florida Insurance Center
Insurance Agency

Signature of Proposer's Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒ YES
☐ NO

Midcoast Construction Enterprises LLC
 Company

Authorized Signature

Jack Fulford, Managing Member
 Printed Name & Title

jfulford@midcoastllc.com
 Email

1078 Island Avenue
 Address

Tarpon Springs, FL 34689
 City, State, Zip Code

727-800-5512
 Telephone No.

727-800-5502
 Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FloridaCounty of PinellasJack Fulford, being first duly sworn, deposes and says that:He/she is Managing Member of Midcoast Construction Enterprises LLC, 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.

Midcoast Construction Enterprises LLC

Company

1078 Island Avenue

Address

Authorized Signature

Tarpon Springs, FL 34689

City, State, Zip Code

Printed Name & Title

727-800-5512

Telephone No.

Email

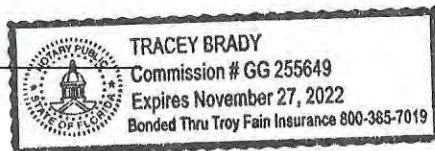
727-800-5502

Fax No.

Subscribed and sworn to before me this 1 day of March, 20 21.

Title

My Commission Expires:



ACKNOWLEDGEMENTS
RFP # 21-BG-02 Sunrise Park North Pier Replacement

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

From : 
 1078 Island Avenue
 Tarpon Springs, FL 34689

The Contractor agrees to provide Sunrise Park North Pier 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 Sunrise Park North Pier 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 eighty (180) 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 Sunrise Park North Pier Replacement within 210 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 1 day of March, 2021
 (Month) (Year)

21-BG-02 Sunrise Park North Pier Replacement

pg. 41

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

By: [Signature] / Jack Fulford
(Signature) (Print name)

Address: 1078 Island Avenue
Tarpon Springs, FL 34689

Telephone: (727) 800-5512 Fax: (727) 800-5502

Taxpayer Identification Number (TIN): 46-2470081

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: _____

21-BG-02 Sunrise Park North Pier 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.or
g 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: Midcoast Construction Enterprises LLC

Authorized representative (printed): Jack Fufford

Authorized representative (signature): 

Project Number: 21-BG-02 Date: March 1, 2021

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: Hernando County / Bayport Pier Replacement
 Address: 1653 Blaine Drive, Brooksville, FL 34601
 Point of Contact: Harry Johnson
 Phone #: 352-754-4031 Email address: hjohnson@hernandocounty.us
 Service(s) Provided: major pier construction, demolition, pile driving, wooden foundation, dicking, framing, seawall repair, conc. sidewalks
 Dates of Service: 10/19 - 9/20

2. Name of Company: City of Gulfport / Williams Fishing Pier
 Address: 2401 53rd St S, Gulfport, FL 33707
 Point of Contact: Tom Nicholls
 Phone #: 723-893-1090 Email address: tnicholls@mygulfport.us
 Service(s) Provided: major pier rehab, conc. dick slabs, conc. overlay, spill repairs, asp paving, steel rehab, corr. pile jacket
 Dates of Service: 8/20 - 12/20

3. Name of Company: City of Tarpon Springs / Marina Dredging
 Address: 324 E Pine St, Tarpon Springs, FL 34689
 Point of Contact: Nick Makris
 Phone #: 727-942-5638 Email address: nimakris@ctsf.us
 Service(s) Provided: demo existing marina, new floating docks, cracked sealing grout injection, const of new wooden docks, new boat lifts
 Dates of Service: 4/19 - 11/19

4. Name of Company: Keystone Excavators / Wall Springs
 Address: 371 Scarlet Blvd, Oldsmar, FL 34677
 Point of Contact: Jeff Truxton
 Phone #: 813-267-1543 Email address: jeff@keystoneexcavators.com
 Service(s) Provided: boardwalks, pile driving, docks, ADA ramps, piling repair, canopy structures, pile jacketing
 Dates of Service: 11/18 - 7/19

**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 Jack Fulford, Managing Member (Print
Individual's Name and Title)
for Midcoast Construction Enterprises LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is 1078 Island Avenue, Tarpon Springs, FL 34689
and (if applicable) its Federal Employer Identification Number (FEIN) is 46-2470086
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

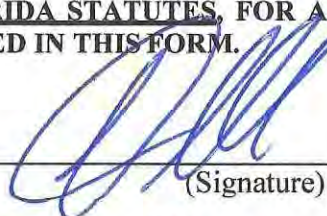
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

XXX 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.

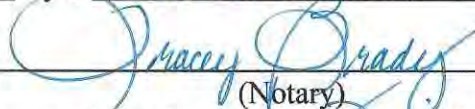
_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent 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 1 day of March, 2021.

Personally known XXX

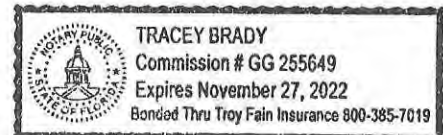

(Notary)

OR produced identification _____

Notary Public State of Florida

My commission expires: _____

(Type of Identification)



21-BG-02 Sunrise Park North Pier Replacement

VENDOR INFORMATION

Vendor is:

(~~XXX~~) Corporation (LLC)

() Partnership

() Sole Proprietorship

() Other _____ (Explain)

Federal Employer Identification Number: 46-24700816Firm Name: Midcoast Construction Enterprises LLCMailing Address: 1078 Island AvenueTelephone No.: Tampa Springs FL 34689 Fax No.: 727-800-5502Email Address: jfulford@midcoastllc.com Web Address: www.midcoastllc.com

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

Firm Name: _____

Remittance Address: _____

Submitted by: Name & Title Printed: Jack Fulford, Managing Member

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) Midcoast Construction Enterprises LLC		
	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) ▶ 5 ☐ Other (see instructions) ▶	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) 1078 Island Avenue	Requester's name and address (optional)	
	City, state, and ZIP code Tarpon Springs, FL 34689		
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 46-2470086

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 ▶ March 1, 2021
------------------	--------------------------	-----------------------------

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,

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Midcoast Construction Enterprises LLC		Doing business as (DBA)	
ADDRESS <u>1078 Island Avenue</u> <u>Tarpon Springs, FL 34689</u>	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #: <u>46-2470086</u>
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered

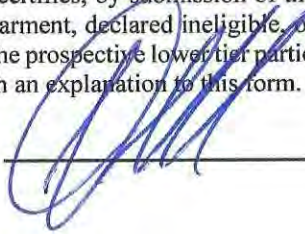
Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

- By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
- Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature:  Date: March 1, 2021

21-BG-02 Sunrise Park North Pier Replacement

Jack Fulford, Managing Member

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION (FREQUENTLY ASKED QUESTIONS)

Note: This FAQ sheet was provided by the Washington State Military Department. Your sub-recipient agreement with Thurston County Emergency Management is subject to the same "debarment, suspension, ineligibility, and voluntary exclusion" requirements as described in this document. **Please return this Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form to Thurston County Emergency Management.**

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form

21-BG-02 Sunrise Park North Pier Replacement

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Midcoast Construction Enterprises LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jack Fulford, Managing Member

Name and Title of Contractor's Authorized Official

March 1, 2021

Date



**ADDENDUM NUMBER 1
RFP 21-BG-02
NORTH PIER SUNRISE PARK
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-02** for the above request for **NORTH PIER SUNRISE PARK** 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 is the engineer's estimate and/or budget value for this project?

A 1. The estimate was \$689,810 but did not include lighting, which is anticipated to be a minimal expense.

Q2. Is this project funded by a grant program? If so, please specify.

A 2. The project is subject to reimbursement through Federal Emergency Management Agency Public Assistance grant.

Q3. What area will the contractor be able to use for staging?

A 3. Contractor will have access to a portion of the parking lot area for staging. Additional materials, if needed, may be staged at the Public Works Yard located at 453 LPGA Blvd, Holly Hill Florida 32117

Q4. Will the park remain open during construction?

A 4 Yes - the park will remain open.

Q5. Will the City require a building permit? If so, will fees be waived?

A5. The City will require a permit. The fees cannot be waived, but the Public Works division will pay the permit fees.

Signature acknowledges receipt and understanding of this addendum.

Jack Fulford, Managing Member
Name/Title

March 1, 2021
Date

RFP 21-BG-002 NORTH PIER SUNRISE PARK

Attachment: RFP 21-BG-02 Midcoast Construction Engineering (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



**ADDENDUM NUMBER 2
RFP 21-BG-02
NORTH PIER SUNRISE PARK
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-02** for the above request for **NORTH PIER SUNRISE PARK** 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.

A Revised Proposal Pricing Form has been attached to this addendum for submission of your proposal. This revised form replace the proposal pricing form shown on pages 48-49 of the original bid document. This form must be completed and submitted with your response to this Request for Proposal.

A Geotechnical Evaluation has been attached to this addendum.

QUESTIONS AND ANSWERS

Q1. Will the city considered a floating dock pier as opposed to a fixed pier?

A 1. No - only a fixed pier following the specifications of the design will be considered.

Q2. Please provide the geotechnical study conducted by UES referenced in the project Notes on Plans Page N-1 prior to bid.

A2. SDI: Geotechnical Report attached.

Q 3. Can Contractor stage a pile driving crane on uplands directly west of where the dock ties into the uplands?

A3. SDI: Pile driving using land-based equipment must be approved by the City. It is noted that Contractors will be responsible for any or all damages to property as a result of construction.

Q4. Referencing Plan Page N-1, Article 11, Note #1, After further soil investigations or test pile program, will Contractor be compensated if piles need to be longer than the 40 ft bid lengths?

A4. SDI: The revised Bid Schedule includes an Add/Deduct line item for an increase or decrease in the specified pile lengths. Contractors will be compensated for piles in excess of 40 feet based on the unit price included in the revised Bid Schedule.

Q5. Referencing Plan Page N-1, Article 11, Note #2 and Article #2, Note #11, it appears the unfactored design load is roughly 90 PSF. What safety factor does Engineer anticipate applying to this unfactored load to determine the pile bearing capacity or what is the total minimum pile bearing capacity requirement in tons (or kips).

A5. SDI: Pile length / embedment requirements is governed by the lateral load capacity requirements. Contractors are to bid based upon 40-foot piles driven to full penetration.

Q6. Referencing Plan Page N-1, Article 11, Note #2, would Engineer consider static load testing of test piles an acceptable design verification method?

A6. SDI: We are seeking full penetration to achieve the lateral load capacity criteria. SDI will coordinate with the independent Geotechnical Firm hired by the Contractor for the pile monitoring to determine criteria for evaluating pile driving characteristics as relating to lateral load capacity.

Q7. Subsequent to either further soil investigations or a test pile program, will the Engineer provide pile order lengths to Contractor based on his evaluation of the geotechnical report and/or design requirements?

A7. SDI: Yes. Contractors will be provided with detailed pile design information prior to construction. For bidding purposes assume 40-foot piles driven to full penetration.

Q8. Referencing Plan Page N-1, Article 11, Note #4. This note is concerning because jetting of all piles will be necessary due to the jobsite water depths. In order to install 40 ft piles (or longer) without the use of jetting will require crane with sufficient head room to handle piles and a heavy template to erect piles and drive plumb full length, which would require a large barge that would have serious draft and jobsite access issues. If jetting is permissible, in order to initially erect and plumb piles and drop head room restrictions, smaller equipment on smaller barges could be used. In addition, we were unable to find any language in the environmental permits that prohibits the use of jetting. That said, would Engineer allow bidders to assume jetting of piles as a permissible method for initial pile erection/ installation?

A8. SDI: Jetting is acceptable to assist with pile alignment and plumbness in advance of driving. We are seeking a minimum of driving the last 15 feet of the pile to confirm capacity.

Q9. Referencing Plan Page N-1, Article 11, Note #2, if Contractor supplies a certified, engineered foundation design and piling installation method from a 3rd party engineer that allows the use of jetting, would that be acceptable?

A9. SDI: See response to Item 8.

Q10. Referencing Plan Page N-1, Article 11, Note #5, This note appears to read that Bidders should anticipate including a contingency cost for all piles to be installed with the use of pre-drilling through rock to install timber piles. Please understand this will result in bid prices being much higher than likely necessary if no drilling is actually required. Shouldn't pre-drilling be considered a standard contractual unforeseen condition and compensable change if no soil borings are provided with the bid or the nearest boring does not represent the need for drilling?

A10. SDI: Contractors should base their bids on the subsurface conditions provided in the attached Geotechnical Report. Should conditions vary from what is described in the Report

requiring a change in pile specifications and / or means and methods of pile driving, this will be handled during construction via Change Order if deemed justifiable by the City.

Q11. Does the City have its own Bid Bond form or is a standard AIA form acceptable?

A11. Standard AIA form is acceptable.

Q12. Are the 3.5w LED waterproof fixtures provided by the owner and installed by the contractor, or are they provided and installed by the contractor?

A12. LED fixtures are to be provided and installed by the contractor.

Q13. Please confirm the quantity of existing piles to be removed.

A13. There appears to be 74 piles that need to be removed. This is based on aerial photography, but there may or may not be sections of piles under the water surface where damage occurred that will need to be removed.

Q14. What is the length of the existing timber piles?

A14. Unknown. The City does not have a copy of the As-Builts for this pier.

Q15. Will any of the concrete bulkhead need to be repaired?

A15. SDI: The pier will not be attached to the bulkhead. Any bulkhead repairs will be handled via separate project.

Q16. Confirm all hardware is to be 316SS.

A16. SDI: yes

Q17. Please provide tie-in detail for proposed pier to existing concrete bulkhead.

A17. SDI: the pier will not be attached to the existing bulkhead.

Q18. What is the required embedment for the timber piles?

A18. SDI: For bidding purposes assume 40 foot piles. A pile analysis is currently being finalized based on recently acquired geotechnical data. The modified bid schedule includes an add/deduct line items for longer or shorter piles.

Q19. Provide any subsurface data including borings or geotechnical reports.

A19. SDI: Attached

Q20. Technical specifications article 6 refers to a geotechnical study. Please provide a copy of this report to bidders.

A20. SDI: Attached

Q21. Please confirm that if a test pile program is required as mentioned in technical specifications, article 6, #3, the City will pay the contractor for the test pile program as a change order.

A21 SDI: Test piles are not required.

Q22. Technical specification, Article 6, #4 states that "there is no provision for encountering unforeseen soil conditions." With this blanket statement it will be difficult for contractors to properly price this project. Please provide an allowance amount contractors should include in their bid price. Alternately consider removing this verbiage.

A22 SDI: Please base your bid on the subsurface conditions stated in the Geotechnical Report. Should there be conditions that deviate from that reported by the Geotechnical Engineer, which require changes in the pile specifications or driving methodologies, this will be addressed during construction via Change Order, if deemed justifiable by the City.

Q23. Will the contractor be permitted to maintain their own pile driving logs?

A23 SDI: No. An independent Geotechnical firm must be hired at the Contractor's expense to monitor and maintain pile logs.

Q24. Technical specification, Article 6, #4 seems to place the burden and responsibility of unknown subsurface conditions on the bidding contractor. To avoid inflated bid prices to offset this note, we are requesting an allowance item be provided.

A24 SDI: See response above.

Q25. Technical specification, Article 11, #5 states that "the contractor shall use drilling equipment to achieve the required penetration dictated by the Manufacturer. Any Manufacturer." However, Tech. Spec. Article 11, #2 states that the required penetration is dictated by the Engineer. Please clarify who will dictate the required pile penetration. If it is a manufacturer, please provide the manufacturers name and contact information.

A25 SDI: There is no Manufacturer involved in this project. This note was inadvertently left in based on a prior design. Bids shall be based on 40 foot piles driven to full penetration. Should there be conditions that deviate from that reported by the Geotechnical Engineer, which require changes in the pile specifications or driving methodologies, this will be addressed during construction via Change Order, if deemed justifiable by the City.

Q26. What is the closest location the contractor can pull from to get temporary power?

A26 There is power available from the large pavilion in the southwest part of the property. It is located 516 feet from the concrete bulkhead of the pier.

Q27. It appears there are some trees blocking access to the pier. If these are removed during construction for access will they be required to be replaced?

A27 If the palm trees need to be taken down for construction access, they will be replaced by the City.

Q28. Sections of sidewalk located at the pier's access point will likely be cracked and require replacement. Please confirm if the contractor is to include sidewalk replacement in the bid price and if so under what bid item.

A28 SDI: The Contractor is required to restore the site to pre-construction conditions. Should the Contractor damage the sidewalk or any other Park structures, hardscapes, landscaping or other features during construction it will be their responsibility to repair, as required. There is no need for a line item in the bid

schedule to account for unforeseen or anticipated damages to items such as sidewalks as it is assumed that the Contractor will take all necessary steps to avoid damages to public property. If a Contractor assumes they will damage and have to repair the sidewalk, the cost for this work can be included in any of the current line items in the Bid Schedule.

Q29. Can the contractor section off the corner area of the park including the pavilion structure during construction?

A29 This will be granted as needed. Staging needs will be discussed at the pre-construction meeting.

Q30. Are there existing electrical or water lines on the pier to be removed? If so, provide details including dimensions and requirements for capping.

A30. There are existing electrical lines on the pier to be removed and replaced for LED lighting. The line runs the length of the pier. There are no water lines on the existing pier.

Q31. Can the Contractor utilize the nearby boat ramp for construction operations?

A31 Yes

Q32. Technical Specification, Article 11 #2 refers to necessary load rating and minimum penetration but does not provide details on either. Please provide required load rating and minimum pile penetration.

A32.SDI: See responses above

Q33. Will the contractor be allowed to jet piles some portion of the way as long as the load bearing requirement is achieved.

A33 SDI: Piles can be jetted to a certain depth to assist with alignment and plumbness. At a minimum, the last 15 feet of pile should be driven.

Q34. It is anticipated that after questions are answered by the City, there may be follow up questions or additional clarification required. We respectfully request time to ask another round of questions once answers to these are provided.

A34 The last day for written questions is February 17, 2021 at 5:00pm. No additional time will be granted for questions.

Q35. Please provide the geotechnical report done by Universal Engineering Sciences.

A35. SDI: Geotechnical Report attached.

Q36. Please provide the bearing requirements for the new piles.

A36. SDI: Pile length and penetration or pile tip elevation is governed by the lateral loads on the structure.

Q37. Please provide the minimum tip elevation for lateral stability on the new piles.

A37. SDI is still evaluating the length of piles based on recently acquired geotechnical information. For bidding purposes use 12"x40' piles. The revised Bid Schedule attached with the Addendum provides a unit cost line item for an increase or decrease in the pile length.

Q38. Please provide the as-built for the existing structure please.

A38. The City does not have a copy of the As-Builts for this pier.

Q39. Please verify that all structural timber and decking is to be #1 Dense?

A39. SDI: Although it is apparent that #1 Dense material may be difficult to obtain due to material shortages, for bidding purposes assume #1 dense material for decking.

Q40. I have been told by my supplier that marine pilings are not available in #1 dense Please confirm if this requirement was an error?

A40 SDI: This is an typo in the specifications.

Q41. What are the work hour limitations for pile driving?

A41. 7:00am - 5:00pm Monday through Friday with weekend work permitted as approved by the City.

Q42. Please specify how many test piles will be required and there locations?

A42. SDI: Test piles will not be required.

Q43. The technical specifications show that all of the structural timber framing and decking is to be #1 dense treated with ACQ to .40. Typically the substructure timber framing is treated to .60 with CCA because it is in the splash zone where it will go through wet and dry cycles with the tide. Can this specification be amended?

A43. SDI: 0.60 CCA treated structural framing is better alternative than 0.40 ACQ treated material. Minimum No. 1 grade is required for all timber, No. 1 Dense is preferred. SDI will check with suppliers on availability but for bidding purposes assume No. 1 Dense.

Q44. ACQ treatment is not typically used anymore and has be changed to CA. Please revise this specification.

A44. SDI: CA is an acceptable alternative to ACQ treatment if more readily available. Treatment must comply with AWPAs Standards.

Q45. Are the handrail framing and posts to be #1 dense and treated to .40 as well?

A45. SDI: Yes, however CA treated lumber is acceptable as long as it complies with AWPAs Standards.

Q46. We have reached out to several mills regarding the #1 dense specification and none of them are willing to commit to producing it since they have a back log of orders for standard #1 & #2 dating back to the COVID shut down. Furthermore the production from these mills has been reduced due to CDC work place guidelines.

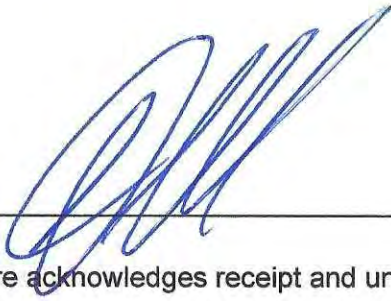
A46. SDI: See response to number 43.

Q47. Does your Budget of \$689,810.00 take into account the drastic rise in lumber prices recently?

A47. SDI: The budget is based on an Engineer's estimate using typical per square foot cost for timber dock construction. This is only an estimate and does not necessarily factor in increased lumber prices. Respondents are to bid based upon their own take off of quantities and current material prices.

Q48. The piling specification calls for the pile to be #1 dense which is an erroneous spec. please revise.

A48. SDI: Specifications that piles are to be No.1 Dense is a typo. All piles are to be pressure treated.



Signature acknowledges receipt and understanding of this addendum.

Jack Fulford, Managing Member

Name/Title

March 1, 2021

Date

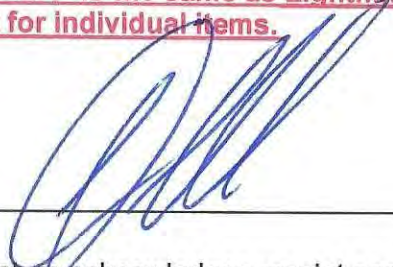


**ADDENDUM NUMBER 3
RFP 21-BG-02
NORTH PIER SUNRISE PARK
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-02** for the above request for **NORTH PIER SUNRISE PARK** 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.

The revised proposal pricing form has the electrical light scope listed as "1" "EA." For clarification, "EA" is the same as Lightning System "LS" as we were seeking a cost for the system not unit cost for individual items.



Signature acknowledges receipt and understanding of this addendum.

Jack Fulford, Managing Member

Name/Title
March 1, 2021

Date

Attachment: RFP 21-BG-02 Midcoast Construction Engineering (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Midcoast Construction Enterprises, LLC
1078 Island Ave
Tarpon Springs, FL 34689

SURETY:

(Name, legal status and principal place of business)

NGM Insurance Company
55 West Street
Keene, NH 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

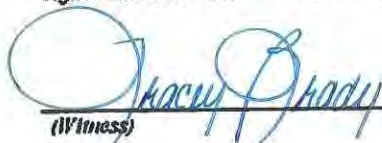
Bid 21-BG-02 Sunrise Park North Pier Replacement, 1135 Riverside Dr., Holly Hill FL

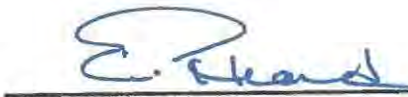
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of March, 2021


(Witness)


(Witness) Eileen Heard

Midcoast Construction Enterprises, LLC

(Principal)

(Seal)

By:

(Title)

Jack Fairford, Managing Member

NGM Insurance Company

(Surety)

(Seal)

By:

(Title) Kevin Wojtowicz

Attorney-in-Fact and Florida Licensed Resident Agent



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03086815

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Stephanie McCarthy, Jessica Reno, Jack Neu, Daniel Oaks, Laura D. Mosholder, Kevin Wojtowicz**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Senior Vice President,
General Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, depose and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Loe K. Pentz



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

2nd day of March, 2021

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



OpusGuard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

Attachment: RFP 21-BG-02 Midcoast Construction Engineering (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



Ron DeSantis, Governor

Julie I. Brown, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

FULFORD, JACK DAVID

MIDCOAST CONSTRUCTION ENTERPRISES LLC
1078 ISLAND AVENUE
TARPON SPRINGS FL 34689

LICENSE NUMBER: SCC131152368

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Julie I. Brown,, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FULFORD, JACK DAVID

MIDCOAST CONSTRUCTION ENTERPRISES LLC

1078 ISLAND AVENUE

TARPON SPRINGS FL 34689

LICENSE NUMBER: CUC1225167

EXPIRATION DATE: AUGUST 31, 2022

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Ron DeSantis, Governor

Julie I. Brown, Secretary



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

FULFORD, JACK DAVID

MIDCOAST CONSTRUCTION ENTERPRISES LLC
1078 ISLAND AVENUE
TARPON SPRINGS FL 34689

LICENSE NUMBER: CGC1522484

EXPIRATION DATE: AUGUST 31, 2022

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1078 Island Ave. Tarpon Springs, FL 34689
T: 727-800-5512 / F: 727-800-5502
www.midcoastllc.com

TAB: 7

PRICE PROPOSAL FORM



1078 Island Ave. Tarpon Springs, FL 34689
T: 727-800-5512 / F: 727-800-5502
www.midcoastllc.com

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL

3/2/2021

Project: Sunrise Park North Pier Replacement

RFP: 21-BG-02

Subject: Price Proposal Form

To Whom This May Concern,

Per the Bid Document(s), Below is the bid proposal on the form provided by the City of Holly Hill for the Sunrise Park North Pier Replacement.

This proposal price includes all requested cost items and incidentals associated with the project as outlined in the plans and specifications.

We thank you in advance for your time during the review process and look forward to the opportunity to work with the City of Holly Hill on this project,

If you should have any questions regarding this proposal form, please do not hesitate to contact me,

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Fulford", written over a horizontal line.

Jack D. Fulford
Owner

REVISED PROPOSAL PRICING
FORM RFP # 21-BG-02
Sunrise Park North Pier Replacement

RFP Date: March 2, 2021

TO: The City of Holly Hill, Florida

FROM: Midcoast Construction Enterprises LLC

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 **Sunrise Park North Pier 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 **Sunrise Park North Pier Replacement** as follows:

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Timber Pier Reconstruction					
1	8'x328' Timber Access Pier - Materials and Labor	2,624.0	SF	<u>77.00</u>	<u>202,048.00</u>
2	12'x58' Timber Terminal Pier - Materials and Labor	696.0	SF	<u>77.00</u>	<u>53,592.00</u>
3	Timber Piles - 12" Dia. X 40' w/ Pile Wrap - Materials and Labor	87.0	EA	<u>1,240.00</u>	<u>107,880.00</u>
4	Timber ADA Railing - Materials and Labor	788.0	LF	<u>141.00</u>	<u>111,108.00</u>
5	Electrical / Lighting - Fixtures, Materials and Labor	1.0	EA	<u>42,000.00</u>	<u>42,000.00</u>
Total - Timber Pier Reconstruction					<u>516,628.00</u>

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM
Timber Pier Reconstruction - Other Costs					
6	Contractor Mobilization / Demobilization	1.0	LS	<u>65000.00</u>	<u>65,000.00</u>
7	Demolition of Existing Structures	1.0	LS	<u>131,000.00</u>	<u>131,000.00</u>
8	Insurance, Licenses, Bonds and Misc.	1.0	LS	<u>50000.00</u>	<u>50,000.00</u>
9	Environmental Control Measures	1.0	LS	<u>10130.00</u>	<u>10130.00</u>
10	Survey Layout And Asbuilts	1.0	LS	<u>7500.00</u>	<u>7500.00</u>
Total - Timber Pier Reconstruction - Other Costs					<u>263,630.00</u>

SUMMARY

Timber Pier Reconstruction - Labor and Materials	\$ 516,628.00
Timber Pier Reconstruction - Other	\$ 263,630.00
Total	\$ 780,258.00

Total Base Bid

780,258.00

Total Base Bid in Writing: Seven hundred eighty thousand two hundred fifty eight and 00/100

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
3a	12" PT Pile Length Increase - Materials and Labor	155.00	LF
3b	12" PT Pile Length Decrease - Materials and Labor	31.00	LF

Bid schedule has been prepared to include major components of work.

It shall be the Respondent's responsibility to review plans and specifications and to bid accordingly.

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

1078 Island Avenue
Address

Printed Name & Title

Jack Fulford, Managing Member
City, State, Zip Code

Company

Midcoast Construction Enterprises LLC
Telephone No.

Date

March 1, 2021
Email Address.



130 Corridor Road Unit 3379
Ponte Vedra Beach, FL 32004
(904) 813-6060 (904) 307 -2501

**BID PROPOSAL TO CITY OF HOLLY HILL FLORIDA
SUNRISE PARK NORTH PIER REPLACEMENT
RFP# 21-BG-02**

**HARBOR MARINE DOCK COMPANY, INC.
P.O. BOX 3379
PONTE VEDRA BEACH, FL**

**CHAD MERKEL
904.813.6060**

MARCH 2, 2021



130 Corridor Road Unit 3379
Ponte Vedra Beach, FL 32004
(904) 813-6060 (904) 307 -2501

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1. MANAGEMENT SUMMARY
2. CORPORATE EXPERIENCE AND CAPACITY
3. CUSTOMER LISTING
4. ACCEPTANCE OF CONDITIONS
5. LICENSES/CERTIFICATIONS
6. SUBMITTAL FORMS
7. PRICE PROPOSAL FORM
8. BID BOND
9. ADDENDUMS



130 Corridor Road Unit 3379
Ponte Vedra Beach, Florida 32004
www.harbormarinedocks.com

March 2, 2021

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

Dear Madam/Sir:

Re: Sunrise Park North Pier Replacement
Request for Proposal 21-BG-02

We are very pleased to provide the attached bid for your consideration for the replacement of Holly Hill's Sunrise Park North Pier. Harbor Marine is a leading commercial and residential marine construction company located in Northeast Florida. I founded this company in 1999 on a corporate philosophy that effective leadership and collaborative work environment leads to a quality product.

Harbor Marine is qualified for any marine construction demolition, repair, and rebuild as demonstrated in the attached documents. I am proud to mention we constructed Holly Hill's Riverside Park Pier in 2015.

We again welcome the opportunity to work with this administration to build your beautiful new pier.

Sincerely,

Chad Merkel
President
904-813-6060

chadmerkel@comcast.net

Attachment: RFP 21-BG-02 Harbor Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

Tab II

Corporate Experience and Capacity

Harbor Marine is a leading commercial and residential Marine Construction Company located in Northeast Florida. Established in 1999, Harbor Marine is noted for its long tradition of excellence and technical expertise. We have been in business 22 years and our firm has developed a diverse portfolio of projects in Northern Florida, South Georgia, and along the Florida eastern seaboard along the Treasure and First Coasts in residential, government and commercial projects.

Under the leadership Chad Merkel and Weston Merkel, we have grown Harbor Marine to maintain a competitive advantage within the local marine construction industry. We specialize in engineered, fixed solid concrete docks. Over the years we have expanded our services and assets to include wood docks, bulkheads, pile driving, dredging, major docks demolition projects, and multi-million new and renovated marinas.

Harbor Marine is fully licensed, insured to include Worker's Compensation and Longshore Harbor Workers Compensation to protect our employees and clients. Please see Tabs V and VI.

Harbor Marine employs an interactive, collaborative process by implementing effective leadership and open communication. This approach establishes a working environment of trust that enables clients to make fully informed decisions during the design and construction process, reach consensus, and move forward to the successful completion of the project.

Chad and Weston have extensive knowledge and understanding of marine construction environment as well as the larger community and environmental and marine issues which intensifies the meaningfulness of Harbor Marine's work product and client/owner relationship.

Holly Hill Sunrise Park North Pier Replacement

Chad or Weston Merkel (Principals) will be directly involved in this project. We will be engaging 5-6 full time employees to complete this project.

Harbor Marine Company Summary:

- Harbor Marine has 12 full-time employees
- Annual Sales of \$2.5M+
- Subchapter S-Corporation
- Chad Merkel, President
- Weston Merkel, Vice-President

Harbor Marine Assets

- 1-80 Ton American Terex Lattice Crawler Crane on 40' X 120' Barge
- 1-5299A 60-ton American Crane on 30' X 90' Steel Crane Barge
- 1-20 Ton American Crane on 25'X 40' Steel Barge

Tab II con't

- 2-25' Twin Diesel Push Boats
- 1-26' Twin Diesel Aluminum Bridge Erection Boat (for moving equipment around shallow water)
- 2-Pilemaster Pneumatic Pile Driving Hammers
- 1-20 Ton Boom Truck
- 2- Diesel Atlas Copco Air Compressors
- 1- 6" Diesel High Pressure Water Pump
- 1-Kobelco Back-Hoe
- 1-Bobcat 595 Skid Steer
- 1-Bobcat E42 Mini Excavator
- 1-Taylor 10 Ton Forklift
- 1-25' X 50' Steel Supply Barge with Hydraulic Spuds
- 1- 20' X 60' Steel Supply Barge
- 1-30' X 12' Steel Work Barge with 150HP Motor
- 2-40' X 10' Steel Sectional Supply Barges
- 3- Steel Work Floats



Tab III - Customer Listing

1. COQUINA MARINA - DAYTONA BEACH, FL

Contract amount: \$ 629,956.00

Date of Contract: August 7, 2018

- Install new concrete floating dock system and concrete piling for 61 slip marina

Bellingham Marine

1813 Dennis St, Jacksonville, FL 32204

Bryan Falk - (904) 358-3362

BFalk@bellingham-marine.com

2. CONCH HOUSE MARINA - ST. AUGUSTINE, FL

Contract amount: \$ 179,850.00

Date of Contract: February 10, 2019

- Install new concrete floating docks to replace those damaged by Hurricane Mathew

Bellingham Marine

1813 Dennis St, Jacksonville, FL 32204

Bryan Falk - (904) 358-3362

BFalk@bellingham-marine.com

Conch House Marina

57 Comares Ave, St. Augustine, FL 32080

Mark Helman - (904) 824-4347

dockmaster@conch-house.com

3. STEINHATCHEE BOAT RAMP - STEINHATCHEE, FL

Contract amount: \$ 182,650.00

Date of contract: March 26, 2020

- Install new floating dock system and piling for county boat ramp loading docks (26 slips)

Taylor County Board of County Commissioners

201 East Green St, Perry, FL 32347

Kenneth Dudley - (850) 838-3500

county.engineer@taylorcountygov.com

4. SUNGLOW PIER & RESTAURANT - SOUTH DAYTONA BEACH, FL

Contract amount: \$ 443,000.00

Date of contract: November 2017

- Extracted existing steel beam piling and installed 14" concrete piling including temporary structural stabilization of walkway in order to keep pier operating

Ray Barshay - (386) 295-8345

raybar10@adl.com

Tab III con't - Customer Listing**5. VICTORY HOMES & DEVELOPMENT INC., PONTE VEDRA BEACH, FL**

Various Contract amount: \$ 330,000

Date of contracts: 2019-2021

- Varios high end docks and bulkheads for multi-million homes

Victor Yazbec (904) 860-3239

20 South Roscoe Blvd.

Ponte Vedra Beach, Florida 32082

victoryhomes@comcast.net

6. INLET MARINA VILLAS, NEW SMYRNA BEACH, FL

Contract amount: \$ 717,500.00

Date of contracts: March 2017

- Rebuild timber pier marina destroyed by Hurricane Mathew

Valerie Varano

Community Association Manager

Sentry Management Inc

4188 S Atlantic Ave

New Smyrna Beach FL 32169

386-423-7796 ext 54009

vvarano@sentrymgt.com

Tab IV - ACCEPTANCE OF CONDITIONS

No exceptions

Tab V - LICENSES/CERTIFICATIONS

1. State of Florida Certificate of Status
2. Chad A. Merkel - Certified Building Contractor
3. Chad A. Merkel - Marine Specialty Contractor
4. Weston Merkel - Licensed Captain
5. Weston Merkel - Crane Operator Certification

State of Florida

Department of State

I certify from the records of this office that HARBOR MARINE DOCK COMPANY, INC. is a corporation organized under the laws of the State of Florida, filed on August 2, 1999.

The document number of this corporation is P99000068424.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on May 28, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of January,
2021*



Randy Be
Secretary of State

Tracking Number: 3957189948CU

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

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



Ron DeSantis, Governor

Halsey Beshears, Secretary



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

MERKEL, CHAD A

HARBOR MARINE DOCK COMPANY, INC.

130 CORRIDOR ROAD

SUITE 3379

PONTE VEDRA BEACH FL 32004

LICENSE NUMBER: CBC1258415

EXPIRATION DATE: AUGUST 31, 2022

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Attachment: RFP 21-BG-02 Harbor Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



CONSTRUCTION INDUSTRY LICENSING BOARD

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

MERKEL, CHAD A

HARBOR MARINE DOCK COMPANY, INC.

130 CORRIDOR ROAD

#3379

PONTE VEDRA BEACH FL 32004

LICENSE NUMBER: SCC131150854

EXPIRATION DATE: AUGUST 31, 2022

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Tab VI - SUBMITTAL FORMS

PROPOSER CHECK LIST

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

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

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

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

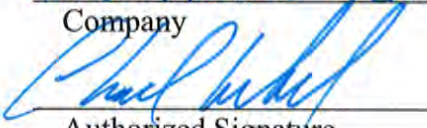
- ☒ The mailing envelope **must** be **sealed** and **marked** with Qualification Number "RFP # 21-BG-02, Proposal Title "Sunrise Park North Pier Replacement " and Due Date "March 2nd , 2020 @ 10:00 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

Harbor Marine Dock Co., INC
Company

PO Box 3379

Address


Authorized Signature

Ponte Vedra Bch, FL 32004

City, State, Zip Code

Chad Merkel Pres

Printed Name & Title

904-813-6060

Telephone No.

Chadmerkel@comcast.net

Email

Fax No.

PROFESSIONAL SERVICES AGREEMENT**Sunrise Park North Pier Replacement****Request for Proposal (RFP) 21-BG-02**

THIS AGREEMENT is made and entered into this _____ day of XXX , 2021, by and between Harbor Marine Dock Co., INC, duly authorized to conduct business in the State of Florida and whose address is PO Box 3379 Ponte Vedra Bch, FL 32084, 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 #21-BG-02), 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 two hundred and ten (210 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:

Chad Merkel, Pres (Name, Title)
Harbor Marine Dock Co., INC (Company)
PO Box 3379 (Address)
Ponte Vedra Bch FL 32084 (City, State, Zip)
904-813-6060 (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 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 CONCERNING 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

WITNESSES:

Joseph Forte, City Manager

Dated: _____

FIRMS

By: Chad Merkel, President

Dated: 2/24/2021

Attachments: A. RFP #21-BG-02

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: RFP 21-BG-02 Harbor Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

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.

Harbor Marine Dock Co., INC
Company

[Signature]
Authorized Signature

Chad Merkel Pres.
Printed Name & Title

Chadmerkel@comcast.net
Email

P.O. Box 3379

Address

Ponte Vedra Bch, FL 32004
City, State, Zip Code

904-813-6060
Telephone No.

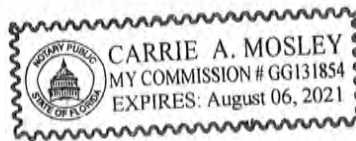
Fax No.

State of Florida
City of St Johns

SUBSCRIBED AND SWORN to before me this 22 day of February, 2021, by
Chad Merkel, who is personally known to me to be the
owner for the Firm, OR who produced the following
identification: known

[Signature]

Notary Public



My Commission Expires: 8/6/21

Attachment: RFP 21-BG-02 Harbor Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
20%	Marina San Pablo	\$ 248,000
70%	Queen's Harbour	\$ 189,000
		\$

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

Mandarin Park Dock & Kayak Launch City of Jacksonville

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.

\$ 1,225,652 Total Fees for work done on all City projects (Attached)



130 Corridor Road Unit 3379
Ponte Vedra Beach, FL 32004
(904) 813-6060 (904) 307 -2501

CITY, MUNICIPAL, GOVERNMENT WORK PERFORMED:

*CITY OF FERNANDINA BEACH, FLORIDA \$109,502

PERFORMED REPAIRS TO CITY MARINA AFTER HURRICAN MATTHEW

*CITY OF GREEN COVE SPRINGS, FLORIDA \$400,000

PERFORMED CONCRETE PIER EXTENSION

*TAYLOR COUNTY FLORIDA \$182,650

PERFORMED INSTALL OF NEW FLOATING DOCKS FOR BOAT RAMP

*CITY OF ATLANTIC BEACH, FLORIDA \$280,000

CONSTRUCTED TWO TIMBER PIERS, ONE KAYAK LAUNCH

*CITY OF JACKSONVILLE, FLORIDA \$253,500

WORKED WITH PRIME CONTRACTOR TO DEMO AND DISPOSE OF OLD
PIER SECTIONS, STEEL SHEET PILES, AND RIP-RAP

TOTAL WORK PERFORMED: \$1,225,652

REFERENCES:Bank(s) Maintaining Account(s): Ameris Bank, Carrie Mosley 904-825-1840carrie.mosley@Amerisbank.comSurety/Underwriter: (if required) The Ohio Casualty Insurance Co.Jessica Reno Nielson Bonds jreno@nielsonbonds.com

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 22. 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.

Harbor Marine Dock Co., Inc

Company



Authorized Signature

P.O. Box 3379

Address

Ponte Vedra Bch, FL 32004

City, State, Zip Code

DECLARATION STATEMENT

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

RE: RFP NO. 21-BG-02 "Sunrise Park North Pier 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 #21-BG-02**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 24 day of Feb, 2021 in the City of Ponte Vedra, in the State of FLA.

Harbor Marine Dock Co., INC

Company

Charles W. Hill

Authorized Signature

P.O. Box 3379

Address

Ponte Vedra Bch, FL 32004

City, State, Zip Code

Attachment: RFP 21-BG-02 Harbor Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

INSURANCE REQUIREMENTS (Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP Number** and **Sunrise Park North Pier Replacement**

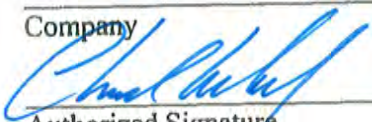
=====

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**.

Harbor Marine Dock Company, Inc.

Company


Authorized Signature

Chad Merkel

Printed Name & Title

chadmerkel@comcast.net

Email

Kelly White & Associates Insurance, LLC

Insurance Agency


Signature of Proposer's Agent

P.O. Box 3379

Address

Ponte Vedra, FL 32004

City, State, Zip Code

904-242-8104

Telephone No.

Fax No.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2021

5.1.e

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 Kelly White & Associates Insurance, LLC P.O. Box 350909 Jacksonville FL 32235		CONTACT NAME: HOUSE PHONE (A/C, No, Ext): 904-880-8881 E-MAIL ADDRESS: kelly@kwhiteinsurance.com FAX (A/C, No):	
INSURED Harbor Marine Dock Company, Inc PO BOX 3379 Ponte Vedra FL 32004-3379		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property & Casualty Company INSURER B: Travelers Property & Casualty Company INSURER C: Travelers Property & Casualty Company INSURER D: American Interstate Ins Co INSURER E: Westchester Fire Ins Company INSURER F:	
		NAIC # 09493 01810 09493 24759 S1234	

COVERAGES **CERTIFICATE NUMBER:** HARB21022508482636 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		ZOL-14T52003-19-ND	12/07/2020	12/07/2021	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☒ P&I incl Crew/Jones Act						MED EXP (Any one person) \$ 5,000
	☒ Sudden & Accidental Pollution						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			BA7R187218	11/05/2020	11/05/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ 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) \$
☒ HIRED Auto ☒ \$1,000Comp			PIP \$ 10,000				
C	☒ UMBRELLA LIAB ☒ OCCUR			ZOB14T52015-19-ND	12/07/2020	12/07/2021	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 2,000,000
	☐ DED ☒ RETENTION \$ 25,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N	N/A	AVWCFL2943442020	12/07/2020	12/07/2021	☒ PER STATUTE ☒ OTH-ER Includes USL&H
	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
E	Contractor's Pollution Liability			G46845705002	12/11/2020	12/11/2021	General Aggregate \$1,000,000
							Per Occurrence \$1,000,000

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

Project: Sunrise Park North Pier Replacement, RFP # 21-BG-02

Certificate Holder is listed as additional insured for General Liability with respects to insured operations as required by written contract. 30 days written notice of cancellation will be provided except due to non-payment then a 10day written notice is provided, per Florida State Statutes.

CERTIFICATE HOLDER City of Holly Hill 1065 Ridgewood Avenue Holly Hills 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 
--	--

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

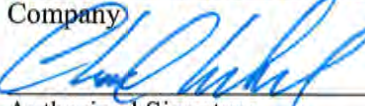
Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal,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

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

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

☒ YES
☐ NO

Harbor Marine Dock Co., INC
 Company


 Authorized Signature

Chad Merkel President
 Printed Name & Title

Chadmerkel@comcast.net
 Email

PO Box 3379
 Address

Ponte Vedra Bch, FL 32004
 City, State, Zip Code

904-813-6060
 Telephone No.

 Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of St Johns

Chad Merkel, being first duly sworn, deposes and says that:

He/she is Chad Merkel of Harbor Marine Dock Co., 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.

Harbor Marine Dock Co, INC
Company

P.O. Box 3379

Address

Chad Merkel
Authorized Signature

Ponte Vedra Bch Fla. 32004

City, State, Zip Code

Chad Merkel Pres
Printed Name & Title

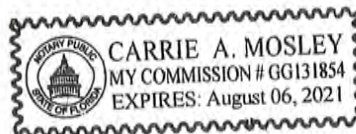
904-813-6060
Telephone No.

Chadmerkel@comcast.net
Email

Fax No.

Subscribed and sworn to before me this 22 day of February 2021.

Assistant Branch Manager
Title



My Commission Expires: 8/6/21

ACKNOWLEDGEMENTS
RFP # 21-BG-02 Sunrise Park North Pier Replacement

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

From : Insert Information
"Contractor"

Harbor Marine Dock Co., INC.

The Contractor agrees to provide Sunrise Park North Pier 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 Sunrise Park North Pier 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 eighty (180) 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 Sunrise Park North Pier Replacement within 210 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 24 day of February, 2021
(Month) (Year)

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

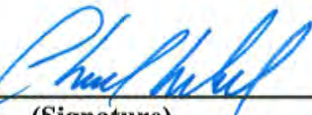
By:  / Chad Merkel
(Signature) (Print name)

Address: PO Box 3379 Ponte Vedra Bch, FL 32004

Telephone: (904) 813-6060 Fax: ()

Taxpayer Identification Number (TIN):

CORPORATION

By:  / Chad Merkel
(Signature) (Print name)

Address: PO Box 3379
Ponte Vedra Bch, FL 32004

Telephone: (904) 813-6060 Fax: ()

Taxpayer Identification Number (TIN/EIN): 59-3590690

State Under Which Corporation Was Chartered:

Florida

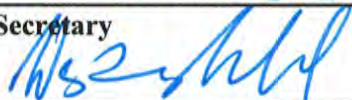
Corporate President: Chad Merkel
(Print Name)

Corporate Secretary: Weston Merkel
(Print Name)

Corporate Treasurer: _____
(Print Name)

Harbor Marine Dock Company Inc.
A Florida Corporation
08/02/1999
FEI/EIN 593590690

Attest By: WESTON MERKEL
Secretary

Signature:  Date: 2/26/21

21-BG-02 Sunrise Park North Pier Replacement

Attachment: RFP 21-BG-02 Harbor Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

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.or
g 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: Harbor Marine Dock Co., INC

Authorized representative (printed): Chad Merkel

Authorized representative (signature): Chad Merkel

Project Number: 21-BG-02 Date: 2/24/2021

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 Holly Hill
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: Constructed Riverside Park Pier
 Dates of Service: Completed 2015

2. Name of Company: City of Green Cove Springs
 Address: 321 Walnut ST. Green Cove Springs FL 32043
 Point of Contact: Charles Sohm (Engineer)
 Phone #: 904-215-1388 Email address: C.Sohm@Taco1.com
 Service(s) Provided: Pier Extension - Concrete piles
Install 8/4/2020 thru 9-3-2020
 Dates of Service: 8-4-2020, 9-3-2020

3. Name of Company: Taylor County
 Address: 201 East Green St. Perry, FL 32347
 Point of Contact: Kenneth Dudley
 Phone #: 850-838-3500 Email address: Count.engineer@TaylorCountygo
 Service(s) Provided: Install new Floating Dock System
 Dates of Service: 5-2020 Thru 11-2020

4. Name of Company: Bellingham Marine
 Address: 1813 Dennis St. Jacksonville, FL 32204
 Point of Contact: Bryan Falk
 Phone #: 904-358-3362 Email address: Bfalk@bellingham-marine.c
 Service(s) Provided: Pile Driving, marina Construction
 Dates of Service: 2018-Current

Attachment: RFP 21-BG-02 Harbor Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

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

5.1.e

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 Chad Merkel President (Print
Individual's Name and Title)
for Harbor Marine Dock Company, INC.
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3590690

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

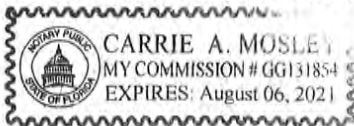
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

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

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



[Signature]
(Signature)

Sworn and subscribed before me this 22 day of February, 2021.

Personally known X

[Signature]
(Notary)

OR produced identification _____

Notary Public State of Florida

N/A
(Type of Identification)

My commission expires: 8/6/21

VENDOR INFORMATION

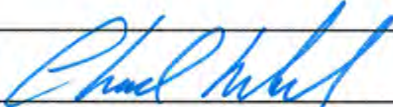
Vendor is:

☒ Corporation☐ Partnership☐ Sole Proprietorship☐ Other _____ (Explain)Federal Employer Identification Number: 59-3590690Firm Name: Harbor Marine Dock Co., Inc.Mailing Address: P.O. Box 3379Ponte Vedra Bch, FL 32004Telephone No.: 904-813-6060 Fax No.: _____Email Address: Chadmerkel@comcast.net Web Address: www.harbormarinedocks.com

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

Firm Name: _____

Remittance Address: _____

Submitted by: Chad Merkel Name & Title Printed: Chad Merkel President

Attachment: RFP 21-BG-02 Harbor Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	W-9 Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above Harbor Marine Dock Co., INC	
	Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) PO Box 3379	Requester's name and address (optional)
	City, state, and ZIP code Ponte Vedra Bch, FL 32004	
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 59-3590690

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 2/24/2021
--------------	----------------------------	-------------------------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME <u>Chad Merkel Harbor Marine Dock Co. Inc</u>		Doing business as (DBA)	
ADDRESS <u>PO Box 3379 Ponte Vedra Bch, FL 32004</u>	Applicable Procurement or Solicitation #, if any: <u>21-BG-02</u>	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #: <u>59-3590690</u>
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered

Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: Chad MerkelDate: 2/24/2021

21-BG-02 Sunrise Park North Pier Replacement

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION (FREQUENTLY ASKED QUESTIONS)

Note: This FAQ sheet was provided by the Washington State Military Department. Your sub-recipient agreement with Thurston County Emergency Management is subject to the same “debarment, suspension, ineligibility, and voluntary exclusion” requirements as described in this document. **Please return this Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form to Thurston County Emergency Management.**

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word “proposal” mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a “lower tier participant”?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form

21-BG-02 Sunrise Park North Pier Replacement

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Chad Merkel, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Chad Merkel President

Name and Title of Contractor's Authorized Official

2/24/2021

Date

Tab VII - PRICE PROPOSAL FORM

REVISED PROPOSAL PRICING
FORM RFP # 21-BG-02
Sunrise Park North Pier Replacement

RFP Date: March 2, 2021

TO: The City of Holly Hill, Florida

FROM: Harbor Marine Dock Co., 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 Sunrise Park North Pier 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 **Sunrise Park North Pier Replacement** as follows:

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Timber Pier Reconstruction					
1	8'x328' Timber Access Pier - Materials and Labor	2,624.0	SF	<u>71.62</u>	<u>187,930.88</u>
2	12'x58' Timber Terminal Pier - Materials and Labor	696.0	SF	<u>72.53</u>	<u>50,480.88</u>
3	Timber Piles - 12" Dia. X 40' w/ Pile Wrap - Materials and Labor	87.0	EA	<u>1,375.00</u>	<u>119,625.00</u>
4	Timber ADA Railing - Materials and Labor	788.0	LF	<u>138.00</u>	<u>108,744.00</u>
5	Electrical / Lighting - Fixtures, Materials and Labor	1.0	EA	<u>21,840</u>	<u>21,840.00</u>
Total - Timber Pier Reconstruction					<u>488,620.76</u>

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM
Timber Pier Reconstruction - Other Costs					
6	Contractor Mobilization / Demobilization	1.0	LS		<u>107,150.00</u>
7	Demolition of Existing Structures	1.0	LS		<u>91,250.00</u>
8	Insurance, Licenses, Bonds and Misc.	1.0	LS		<u>61,250.00</u>
9	Environmental Control Measures	1.0	LS		<u>19,200.00</u>
10	Survey Layout And Asbuilts	1.0	LS		<u>13,775.00</u>
Total - Timber Pier Reconstruction - Other Costs					<u>292,625.00</u>

SUMMARY

Timber Pier Reconstruction - Labor and Materials

\$ 488,620.76

Timber Pier Reconstruction - Other

\$ 292,625.00

Total

\$ 781,245.76

Total Base Bid

781,245.76

Total Base Bid in Writing: Seven Hundred Eightyone Thousand two hundred fort-five Dollars and 76/100

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
3a	12" PT Pile Length Increase - Materials and Labor	12.00	LF
3b	12" PT Pile Length Decrease - Materials and Labor	8.00	LF

Bid schedule has been prepared to include major components of work.

It shall be the Respondent's responsibility to review plans and specifications and to bid accordingly.

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

PO Box 3379

Address

Chad Merkel Pres.

Printed Name & Title

Ponte Vedra Bch, FL 32004

City, State, Zip Code

Harbor Marine Dock Co., INC

Company

904-813-6060

Telephone No.

Date

March 2, 2021

Chadmerkelecomcast.net

Email Address.

Tab VIII - BID BONDS

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Harbor Marine Dock Company, Inc.
P.O. Box 3379
Ponte Vedra Beach, FL 32004

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

RFP/Contract No.: 21-BG-02 - TIMBER PIER REPLACEMENT - 1135 Riverside Drive, Holly Hill, FL 32117

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of March, 2021



(Witness)



(Witness) Tracey C. Brown-Boone

Harbor Marine Dock Company, Inc.

(Principal)

(Seal)

By:

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:

(Title) Kevin Wojtowicz

Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8198058-964008**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Laura D. Mosholder; Brett Rosenhaus; Tracey Boone-Brown; Emily Golecki; John R. Neu; Daniel F. Oaks; Becky Stanton; Kevin Wojtowicz

all of the city of Saint Petersburg state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of March, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Attachment: RFP 21-BG-02 Harbor Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

Tab IX - ADDENDUMS



**ADDENDUM NUMBER 1
RFP 21-BG-02
NORTH PIER SUNRISE PARK
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-02** for the above request for **NORTH PIER SUNRISE PARK** 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 is the engineer's estimate and/or budget value for this project?

A 1. The estimate was \$689,810 but did not include lighting, which is anticipated to be a minimal expense.

Q2. Is this project funded by a grant program? If so, please specify.

A 2. The project is subject to reimbursement through Federal Emergency Management Agency Public Assistance grant.

Q3. What area will the contractor be able to use for staging?

A 3. Contractor will have access to a portion of the parking lot area for staging. Additional materials, if needed, may be staged at the Public Works Yard located at 453 LPGa Blvd, Holly Hill Florida 32117

Q4. Will the park remain open during construction?

A 4 Yes - the park will remain open.

Q5. Will the City require a building permit? If so, will fees be waived?

A5. The City will require a permit. The fees cannot be waived, but the Public Works division will pay the permit fees.

Signature acknowledges receipt and understanding of this addendum.

Charles H. H. H. President

Name/Title

2/24/2021

Date



**ADDENDUM NUMBER 2
RFP 21-BG-02
NORTH PIER SUNRISE PARK
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-02** for the above request for **NORTH PIER SUNRISE PARK** 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.

A Revised Proposal Pricing Form has been attached to this addendum for submission of your proposal. This revised form replace the proposal pricing form shown on pages 48-49 of the original bid document. This form must be completed and submitted with your response to this Request for Proposal.

A Geotechnical Evaluation has been attached to this addendum.

QUESTIONS AND ANSWERS

Q1. Will the city considered a floating dock pier as opposed to a fixed pier?

A 1. No - only a fixed pier following the specifications of the design will be considered.

Q2. Please provide the geotechnical study conducted by UES referenced in the project Notes on Plans Page N-1 prior to bid.

A2. SDI: Geotechnical Report attached.

Q 3. Can Contractor stage a pile driving crane on uplands directly west of where the dock ties into the uplands?

A3. SDI: Pile driving using land-based equipment must be approved by the City. It is noted that Contractors will be responsible for any or all damages to property as a result of construction.

Q4. Referencing Plan Page N-1, Article 11, Note #1, After further soil investigations or test pile program, will Contractor be compensated if piles need to be longer than the 40 ft bid lengths?

A4. SDI: The revised Bid Schedule includes an Add/Deduct line item for an increase or decrease in the specified pile lengths. Contractors will be compensated for piles in excess of 40 feet based on the unit price included in the revised Bid Schedule.

Q5. Referencing Plan Page N-1, Article 11, Note #2 and Article #2, Note #11, it appears the unfactored design load is roughly 90 PSF. What safety factor does Engineer anticipate applying to this unfactored load to determine the pile bearing capacity or what is the total minimum pile bearing capacity requirement in tons (or kips).

A5. SDI: Pile length / embedment requirements is governed by the lateral load capacity requirements. Contractors are to bid based upon 40-foot piles driven to full penetration.

Q6. Referencing Plan Page N-1, Article 11, Note #2, would Engineer consider static load testing of test piles an acceptable design verification method?

A6. SDI: We are seeking full penetration to achieve the lateral load capacity criteria. SDI will coordinate with the independent Geotechnical Firm hired by the Contractor for the pile monitoring to determine criteria for evaluating pile driving characteristics as relating to lateral load capacity.

Q7. Subsequent to either further soil investigations or a test pile program, will the Engineer provide pile order lengths to Contractor based on his evaluation of the geotechnical report and/or design requirements?

A7. SDI: Yes. Contractors will be provided with detailed pile design information prior to construction. For bidding purposes assume 40-foot piles driven to full penetration.

Q8. Referencing Plan Page N-1, Article 11, Note #4. This note is concerning because jetting of all piles will be necessary due to the jobsite water depths. In order to install 40 ft piles (or longer) without the use of jetting will require crane with sufficient head room to handle piles and a heavy template to erect piles and drive plumb full length, which would require a large barge that would have serious draft and jobsite access issues. If jetting is permissible, in order to initially erect and plumb piles and drop head room restrictions, smaller equipment on smaller barges could be used. In addition, we were unable to find any language in the environmental permits that prohibits the use of jetting. That said, would Engineer allow bidders to assume jetting of piles as a permissible method for initial pile erection/ installation?

A8. SDI: Jetting is acceptable to assist with pile alignment and plumbness in advance of driving. We are seeking a minimum of driving the last 15 feet of the pile to confirm capacity.

Q9. Referencing Plan Page N-1, Article 11, Note #2, if Contractor supplies a certified, engineered foundation design and piling installation method from a 3rd party engineer that allows the use of jetting, would that be acceptable?

A9. SDI: See response to Item 8.

Q10. Referencing Plan Page N-1, Article 11, Note #5, This note appears to read that Bidders should anticipate including a contingency cost for all piles to be installed with the use of pre-drilling through rock to install timber piles. Please understand this will result in bid prices being much higher than likely necessary if no drilling is actually required. Shouldn't pre-drilling be considered a standard contractual unforeseen condition and compensable change if no soil borings are provided with the bid or the nearest boring does not represent the need for drilling?

A10. SDI: Contractors should base their bids on the subsurface conditions provided in the attached Geotechnical Report. Should conditions vary from what is described in the Report

requiring a change in pile specifications and / or means and methods of pile driving, this will be handled during construction via Change Order if deemed justifiable by the City.

Q11. Does the City have its own Bid Bond form or is a standard AIA form acceptable?

A11. Standard AIA form is acceptable.

Q12. Are the 3.5w LED waterproof fixtures provided by the owner and installed by the contractor, or are they provided and installed by the contractor?

A12. LED fixtures are to be provided and installed by the contractor.

Q13. Please confirm the quantity of existing piles to be removed.

A13. There appears to be 74 piles that need to be removed. This is based on aerial photography, but there may or may not be sections of piles under the water surface where damage occurred that will need to be removed.

Q14. What is the length of the existing timber piles?

A14. Unknown. The City does not have a copy of the As-Builts for this pier.

Q15. Will any of the concrete bulkhead need to be repaired?

A15. SDI: The pier will not be attached to the bulkhead. Any bulkhead repairs will be handled via separate project.

Q16. Confirm all hardware is to be 316SS.

A16. SDI: yes

Q17. Please provide tie-in detail for proposed pier to existing concrete bulkhead.

A17. SDI: the pier will not be attached to the existing bulkhead.

Q18. What is the required embedment for the timber piles?

A18. SDI: For bidding purposes assume 40 foot piles. A pile analysis is currently being finalized based on recently acquired geotechnical data. The modified bid schedule includes an add/deduct line items for longer or shorter piles.

Q19. Provide any subsurface data including borings or geotechnical reports.

A19. SDI: Attached

Q20. Technical specifications article 6 refers to a geotechnical study. Please provide a copy of this report to bidders.

A20 SDI: Attached

Q21. Please confirm that if a test pile program is required as mentioned in technical specifications, article #3, the City will pay the contractor for the test pile program as a change order.

A21 SDI: Test piles are not required.

Q22. Technical specification, Article 6, #4 states that "there is no provision for encountering unforeseen soil conditions." With this blanket statement it will be difficult for contractors to properly price this project. Please provide an allowance amount contractors should include in their bid price. Alternately consider removing this verbiage.

A22 SDI: Please base your bid on the subsurface conditions stated in the Geotechnical Report. Should there be conditions that deviate from that reported by the Geotechnical Engineer, which require changes in the pile specifications or driving methodologies, this will be addressed during construction via Change Order, if deemed justifiable by the City.

Q23. Will the contractor be permitted to maintain their own pile driving logs?

A23 SDI: No. An independent Geotechnical firm must be hired at the Contractor's expense to monitor and maintain pile logs.

Q24. Technical specification, Article 6, #4 seems to place the burden and responsibility of unknown subsurface conditions on the bidding contractor. To avoid inflated bid prices to offset this note, we are requesting an allowance item be provided.

A24 SDI: See response above.

Q25. Technical specification, Article 11, #5 states that "the contractor shall use drilling equipment to achieve the required penetration dictated by the Manufacturer. Any Manufacturer." However, Tech. Spec. Article 11, #2 states that the required penetration is dictated by the Engineer. Please clarify who will dictate the required pile penetration. If it is a manufacturer, please provide the manufacturers name and contact information.

A25 SDI: There is no Manufacturer involved in this project. This note was inadvertently left in based on a prior design. Bids shall be based on 40 foot piles driven to full penetration. Should there be conditions that deviate from that reported by the Geotechnical Engineer, which require changes in the pile specifications or driving methodologies, this will be addressed during construction via Change Order, if deemed justifiable by the City.

Q26. What is the closest location the contractor can pull from to get temporary power?

A26 There is power available from the large pavilion in the southwest part of the property. It is located 516 feet from the concrete bulkhead of the pier.

Q27. It appears there are some trees blocking access to the pier. If these are removed during construction for access will they be required to be replaced?

A27 If the palm trees need to be taken down for construction access, they will be replaced by the City.

Q28. Sections of sidewalk located at the pier's access point will likely be cracked and require replacement. Please confirm if the contractor is to include sidewalk replacement in the bid price and if so under what bid item.

A28 SDI: The Contractor is required to restore the site to pre-construction conditions. Should the Contractor damage the sidewalk or any other Park structures, hardscapes, landscaping or other features during construction it will be their responsibility to repair, as required. There is no need for a line item in the bid

schedule to account for unforeseen or anticipated damages to items such as sidewalks as it is assumed that Contractor will take all necessary steps to avoid damages to public property. If a Contractor assumes they will damage and have to repair the sidewalk, the cost for this work can be included in any of the current line items in the Bid Schedule.

Q29. Can the contractor section off the corner area of the park including the pavilion structure during construction?

A29 This will be granted as needed. Staging needs will be discussed at the pre-construction meeting.

Q30. Are there existing electrical or water lines on the pier to be removed? If so, provide details including dimensions and requirements for capping.

A30. There are existing electrical lines on the pier to be removed and replaced for LED lighting. The line runs the length of the pier. There are no water lines on the existing pier.

Q31. Can the Contractor utilize the nearby boat ramp for construction operations?

A31 Yes

Q32. Technical Specification, Article 11 #2 refers to necessary load rating and minimum penetration but does not provide details on either. Please provide required load rating and minimum pile penetration.

A32.SDI: See responses above

Q33. Will the contractor be allowed to jet piles some portion of the way as long as the load bearing requirement is achieved.

A33 SDI: Piles can be jetted to a certain depth to assist with alignment and plumbness. At a minimum, the last 15 feet of pile should be driven.

Q34. It is anticipated that after questions are answered by the City, there may be follow up questions or additional clarification required. We respectfully request time to ask another round of questions once answers to these are provided.

A34 The last day for written questions is February 17, 2021 at 5:00pm. No additional time will be granted for questions.

Q35. Please provide the geotechnical report done by Universal Engineering Sciences.

A35. SDI: Geotechnical Report attached.

Q36. Please provide the bearing requirements for the new piles.

A36. SDI: Pile length and penetration or pile tip elevation is governed by the lateral loads on the structure.

Q37. Please provide the minimum tip elevation for lateral stability on the new piles.

A37. SDI is still evaluating the length of piles based on recently acquired geotechnical information. For bidding purposes use 12"x40' piles. The revised Bid Schedule attached with the Addendum provides a unit cost line item for an increase or decrease in the pile length.

Q38. Please provide the as-built for the existing structure please.

A38. The City does not have a copy of the As-Builts for this pier.

Q39. Please verify that all structural timber and decking is to be #1 Dense?

A39. SDI: Although it is apparent that #1 Dense material may be difficult to obtain due to material shortages, for bidding purposes assume #1 dense material for decking.

Q40. I have been told by my supplier that marine pilings are not available in #1 dense Please confirm if this requirement was an error?

A40 SDI: This is an typo in the specifications.

Q41. What are the work hour limitations for pile driving?

A41. 7:00am - 5:00pm Monday through Friday with weekend work permitted as approved by the City.

Q42. Please specify how many test piles will be required and there locations?

A42. SDI: Test piles will not be required.

Q43. The technical specifications show that all of the structural timber framing and decking is to be #1 dense treated with ACQ to .40. Typically the substructure timber framing is treated to .60 with CCA because it is in the splash zone where it will go through wet and dry cycles with the tide. Can this specification be amended?

A43. SDI: 0.60 CCA treated structural framing is better alternative than 0.40 ACQ treated material. Minimum No. 1 grade is required for all timber, No. 1 Dense is preferred. SDI will check with suppliers on availability but for bidding purposes assume No. 1 Dense.

Q44. ACQ treatment is not typically used anymore and has be changed to CA. Please revise this specification.

A44. SDI: CA is an acceptable alternative to ACQ treatment if more readily available. Treatment must comply with AWP Standards.

Q45. Are the handrail framing and posts to be #1 dense and treated to .40 as well?

A45. SDI: Yes, however CA treated lumber is acceptable as long as it complies with AWP Standards.

Q46. We have reached out to several mills regarding the #1 dense specification and none of them are willing to commit to producing it since they have a back log of orders for standard #1 & #2 dating back to the COVID shut down. Furthermore the production from these mills has been reduced due to CDC work place guidelines.

A46. SDI: See response to number 43.

Q47. Does your Budget of \$689,810.00 take into account the drastic rise in lumber prices recently?

A47. SDI: The budget is based on an Engineer's estimate using typical per square foot cost for timber dock construction. This is only an estimate and does not necessarily factor in increased lumber prices. Respondents are to bid based upon their own take off of quantities and current material prices.

Q48. The piling specification calls for the pile to be #1 dense which is an erroneous spec. please revise.

A48. SDI: Specifications that piles are to be No.1 Dense is a typo. All piles are to be pressure treated.

Signature acknowledges receipt and understanding of this addendum.

 President

Name/Title

2/24/2021

Date



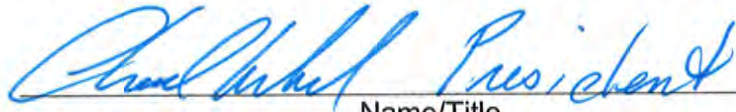
**ADDENDUM NUMBER 3
RFP 21-BG-02
NORTH PIER SUNRISE PARK
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, **clarifications** and additions are hereby made part of the **RFP 21-BG-02** for the above request for **NORTH PIER SUNRISE PARK** 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.

The revised proposal pricing form has the electrical light scope listed as "1" "EA." For clarification, "EA" is the same as Lightning System "LS" as we were seeking a cost for the system not unit cost for individual items.

Signature acknowledges receipt and understanding of this addendum.


 Name/Title
 2/25/2021
 Date

Attachment: RFP 21-BG-02 Harbor Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



HOLLY HILL FLORIDA

SUNRISE PARK NORTH PIER REPLACEMENT

12-BG-02

March 2nd, 2021 10:00 AM



PRESENTED BY:

*RUSH MARINE, LLC
6285 RIVERFRONT BOULEVARD
TITUSVILLE, FLORIDA 32780
321-267-8100 / 321-267-9944 FAX*

*ANTHONY "TONY" LANDRY, PRESIDENT
TLANDRY@RUSHINC.COM*

WWW.RUSHINC.COM

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

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Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



RUSH MARINE LL
General Contractors, Design/Bu
Construction Manage

6285 Riverfront Center Blv
Titusville, FL 3278
Voice 321.267.810
Fax 321.267.994
www.rushinc.co

March 2, 2021

Stella Gurnee
Holly Hill Florida
1065 Ridgewood Avenue,
Holly Hill, Florida 32117

Re: Sunrise Park North Pier Replacement

Stella Gurnee,

RUSH Marine, LLC. (RUSH Marine) is pleased to submit this bid proposal for the above referenced project in accordance with the contract documents provided. RUSH Marine is a general contractor licensed in the state of Florida and specializes in heavy civil and marine construction. We appreciate the opportunity to present our proposal on this project. We are confident that our team is ideally suited to work closely with the City of Holly Hill to successfully deliver the construction services of this project.

Please do not hesitate to contact us should you have any questions regarding this proposal. We look forward to hearing from you in the very near future.

Sincerely,
RUSH Marine, LLC.

Tony Landry
President
tlandry@rushinc.com
321-267-8100

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

CORPORATE EXPERIENCE CAPACITY

RUSH Marine, LLC offers an extensive background in providing marine related services to various entities, spanning over thirty-eight (38) years. The management team at RUSH marine has over 104 years of combined marine construction experience. RUSH is a local, award-winning, employee-owned, small business concern based out of Titusville, Florida. During our 3-years existence, RUSH has specialized in serving the needs of commercial, medical, and government clients in a vast array of projects located throughout the state of Florida.

RUSH has constructed the Runway Lighting Pier at MacDill Air Force Base for the U.S. Army Corps of Engineers; Emergency Repairs to Jay-Jay Bridge for NASA at the Kennedy Space Center; SR410 Shoreline Stabilization for the Canaveral Port Authority; the Canaveral Lock & Barge Canal East-West Guide Wall Replacement at Port Canaveral Harbor for the U.S. Army Corps of Engineers, the Milliken's Reef Shoreline Repair Project for the Canaveral Port Authority, the Shoreline Repair for Health First's Cape Canaveral Hospital, the Shoreline Stabilization of Area 1 for MCSF at Blount Island, the Cocoa Riverfront Park Promenade Improvements, CT #3 Marine Works project for the Canaveral Port Authority, and is currently working on a \$5.2 million dollar project modifying the waterside of CT #8 and CT #10 for the Canaveral Port Authority.

Core Competencies include:

- Marine Construction
- Marine Transportation Facilities
- Beach & Shoreline Restoration
- Concrete Structures
- Deep Water Structures
- Roads & Bridges
- Bulkheads
- Pile Driving
- Revetment & Erosion, Hard Armoring
- Marinas
- Sheet Piling
- Commercial

Staff to be employed on this project:

Anthony "Tony" Landry, President (Part-time)
Shane McCreery, Project Manager (Part-time)
Joe Pellegrino, Superintendent (Full-time)
Joe Wyman or Kerry Noleman, Crane Operator (Full-time)
3 Pile Drivers/ Carpenters, TBD (Full-time)



Number of employees with RUSH Marine:

45

Equipment owned:

Welding machine, air compressor, marine equipment such as barge/ crane to be leased.

Vehicles used for transportation:

Pickup Trucks

Individual owners of 10% or more:

William Chivers

Eduardo Rabel



CUSTOMER LISTING

Vilano Beach Boat Ramp Dock Repairs

Client:

St. Johns County
2750 Industry Center Road
St. Augustine, FL 32084
904-669-0787

Service provided:

The scope of work was to remove two 60' floating docks, two 24' long aluminum walkways and replace them with new, similar components. The contract was executed by St. Johns County and the project was completed within 6 months.

Time period of project:

June 16, 2018 – February 10, 2019

Client's contact reference:

Phyllis Thorpe
904-669-0787
pthorpe@sjcfl.us





Miliken's Reef Shoreline Repair

Client:

Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Service provided:

All of the work for this project which includes furnishing the labor, materials, and marine equipment necessary to remove and repair approximately 200 LF of slope embankment within the Canaveral Port Harbor. This work involves re-moving approximately 450 tons of existing rip-rap from the slope on to a barge, and install geotextile fabric, bedding stone, rip-rap, fill dirt, ArmoFlex 50 open cell block mats to refurbish the slope embankment back to its original condition.

Time period of project:

July 23, 2018 – September 17, 2018

Client's contact reference:

Patrick Hammond
321-783-7831
phammond@portcanaveral.com





Health First Cape Canaveral Hospital Shoreline Repair

Client:

Health First, Inc.
1350 S. Hickory St.
Melbourne, FL 32901
321-868-7688 Ext. 27688

Service provided:

RUSH Marine, LLC was awarded the Health First Cape Canaveral Hospital Shoreline Repair project in Cocoa Beach, FL. The Install was approximately 550 LF of steel sheet piles along the existing shoreline on the West side of the property. There was a removal of 1270 LF of 2"x10" timber cap from the existing timber bulkhead and a furnish and install of 1270 LF of new 2"x10" timber cap on the existing bulkhead. Pressure grouting of 5 locations around the facility and along the existing timber bulkhead.

Time period of project:

April 8, 2019 – May 23, 2019

Client's contact reference:

Steven Cornwell
321-868-7688 Ext. 27688
steven.cornwell@hf.com





Cruise Terminal 3 Waterside Modifications

Client:

Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Service provided:

Demolish and dispose of approximately 1,400 LF of existing concrete open pile pier including piles, existing bulkheads, and concrete dolphin structures. Replace the existing structures with deep wall structures. This scope includes furnishing and installation of the steel sheet-pile combination wall system, steel pipe/ A-frame tie back system, mono-piles and shore mooring dolphins, sheet pile walls with grouted tie back anchors, below water grouted articulated slope protection mats, fenders, mooring fixtures, dredging, water vaults, and misc. earthwork. Dredge approximately 60,000 CY of materials to be disposed at an offshore disposal site 5 miles off of the Brevard County Coastline. Grouted tie back anchors and mechanical works will be subcontracted. The major equipment utilized to self-perform this work was leased for the duration of the project.

Time period of project:

August 2018 – February 2020

Client's contact reference:

Patrick Hammond
321-783-7831
phammond@portcanaveral.com



Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



Cruise Terminal 8 and 10 Waterside Modifications

Client:

Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Service provided:

The scope of services for CT8 includes the removal of existing double bit bollards, deck fill-in at two locations, new 125 ton mooring dolphins at the North end, 100 ton monopile mooring dolphins on the South, new 125 MT spring line bollards, and modifications to utilities as necessary for above renovations.

The scope of services for CT10 includes deck fill-in at one location with additional fill in as a bid alternate, monopile mooring dolphin located at the West and East end of the terminal, wharf power for luggage conveyor connections at three locations and two future locations along the west end of the wharf. Each location to include two, 60Amp receptacles matching the electrical requirements as currently in use along CT-B.

Time period of project:

March 2020 – March 2021

Client's contact reference:

Patrick Hammond
321-783-7831
phammond@portcanaveral.com





Shoreline Stabilization of Area 1, MCSF Blount Island

Client:

Howard W. Pence Inc.
342 East Dixie Ave Po Box 2005
Elizabethtown, KY 42702
270-737-8723

Service provided:

The work included the installation of 536 LF of permanent steel sheet pile bulkhead with tiebacks, clearing and grubbing. An installation of 2,800 LF of temporary sheet piles to provide additional erosion control measures, over 1400 LF of slope excavation, and placement of geotextile fabric, bedding stone and rip rap, landscaping, fencing, and relocation of security cameras and poles.

Time period of project:

January 2020 – September 2021

Client's contact reference:

Rick Everts
270-737-8723
rickeverts@hwpence.com



Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



Cocoa Riverfront Park Promenade Improvements

Client:

City of Cocoa
401 Riveredge Blvd.
Cocoa, FL 32922
(321) 433-8772

Service provided:

RUSH Marine serves as the General Contractor for the improvements at the Cocoa Riverfront Park Promenade in Cocoa, FL. The project construction will consist of a replacement of two timber overlooks with new concrete overlook structures, an installation of 600 LF concrete footings and seawall, and the relocation of waterline and upland utilities.

Time period of project:

January 2020 – June 2020

Client's contact reference:

Gary Palmer
(321) 433-8772
gpalmer@cocoafl.org





Veterans Memorial Park Boardwalks

Client:

RUSH Construction, Inc.
6285 Riverfront Center Blvd.
Titusville, FL 32780
321-267-8100

Service provided:

RUSH Marine serves as the General Contractor for the improvements at the Cocoa Riverfront Park Promenade in Cocoa, FL. The project construction will consist of a replacement of two timber overlooks with new concrete overlook structures, an installation of 600 LF concrete footings and seawall, and the relocation of waterline and upland utilities.

Time period of project:

September 2020 – January 2021

Client's contact reference:

William Chivers
321-267-8100
wchivers@rushinc.com





St. Johns County Board of County Commissioners

Public Works | Construction Services

April 4, 2019

RE: Rush Marine LLC Recommendation

To Whom It May Concern

It is my pleasure to submit this letter of recommendation for Rush Marine LLC. I was recently the project manager for the replacement of two floating docks and gangways at the Vilano Boat Ramp, in St. Augustine, FL which was completed in January 2019. The project value was \$169,950.10. The new docks were provided and installed by Rush Marine. My primary contact for Rush Marine was Tony Landry, the company president, who was most professional and pleasant to work with throughout the project. After contract execution, we had a fairly long lead time for materials, during which Mr. Landry was proactive in keeping me updated on the schedule, demonstrating his awareness of and attention to our need to able to keep the public apprised of anticipated impact on their use of this very popular boat ramp. He provided an aggressive on-site schedule, to minimize his presence at the boat ramp, but at the same time arranged his work elements so that one floating dock was always functioning and open to the public. The demolition/installation was manned with most competent and courteous personnel. The onsite work activities were led by Alvin Lopez, general superintendent. The site was maintained in a safe and tidy manner at all times. Rush Marine was quick to respond to and fair in pricing of a few change orders for additional work that the County requested during their time onsite, and they still managed to complete the job in less time than proposed.

I would not hesitate to recommend Rush Marine LLC for any size or type of marine project, as I hope to have the opportunity to work with them again in the future myself. Please do not hesitate to contact me, should you have any questions or need further information.

Thank you very much.

Phyllis Thorpe
Project Manager
904-669-0787



April 9, 2019

RUSH Marine, LLC
6285 Riverfront Center Blvd.
Titusville, FL 32780

RE: RUSH Marine - Letter of Reference

To Whom It May Concern:

RUSH Marine, LLC. recently performed as Construction Manager on our Milliken's Reef Shoreline Repairs project. Due to RUSH Marine's attention to detail and proactive approach, the project was completed on time and under budget. RUSH Marine consistently worked for the best interest of the owner and exceeded our expectations.

The RUSH Marine team worked diligently to provide innovative solutions to a challenging shoreline erosion situation. The RUSH Marine team was able to collaborate effectively with the owner, engineer and various other stakeholders to ensure streamlined project execution. The project was successfully completed without any issues or concerns from any parties related to cost, schedule or quality of work.

We look forward to continuing to work with RUSH Marine on future projects here at Port Canaveral and I would recommend RUSH Marine to other owners/organizations as Construction Managers.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Hammond', written over a horizontal line.

Patrick Hammond, E.I.
Project Engineer/Project Manager



June 29, 2020

RE: Letter of Reference – RUSH MARINE LLC

To Whom it May Concern:

RUSH Marine has successfully served as the contractor for the new Cruise Terminal 3 Marine works for Carnival Cruise line in addition to the 5-year continuing contract for Waterside Construction Management at Risk Services.

Cruise Terminal #3 was a \$38.6 Million project built at the entrance to the Canaveral Harbor to serve as home to the new XL Class Vessel the Carnival Mardi Gras. Throughout the project, RUSH's team overcame many challenges including international tariffs on steel purchases, a hurricane and the COVID-19 pandemic. RUSH worked closely with other contractors and Port staff on this very complex project to successfully complete the project with minimal impact to schedule and under budget.

In addition, RUSH Marine LLC has provided high quality construction management at risk services at Port Canaveral. Their management team maintained projects on schedule, within budget, and to specification, while minimizing impact to Port Canaveral and our partner's operations. Moreover, RUSH Marine LLC communicated effectively with the Canaveral Port Authority, the design team, and stakeholders during all their Port Canaveral Projects. The Canaveral Port Authority awards contracts in a competitive process; RUSH's extensive portfolio of Port Canaveral projects is evidence that they consistently deliver competitively priced and high value projects. Furthermore, RUSH controls costs during construction by implementing rigorous value engineering and cost control procedures.

In closing, it is without hesitation that I can recommend RUSH Marine LLC as a partner on any marine construction project.

Sincerely,

William E. (Bill) Crowe, P.E.
Vice President, Facilities, Construction and Engineering



January 21, 2021

Tony Landry
RUSH Marine LLC.
Riverfront Center Blvd.
Titusville, Florida 32780
PH: 321-267-8100

RE: Shoreline Stabilization Area 1
MCSF Blount Island, Jacksonville, Florida

Mr. Landry,

The Howard W. Pence Team would like to thank you and your team of professionals for the outstanding completion of the design build Shoreline Stabilization Area 1 project at the Marine Facility at Blount Island, Jacksonville FL.

It has been a pleasure working with you and your Team to provide a very satisfied NAVAC SE customer an outstanding project with zero lost time accidents.

The Pence Team looks forward to the opportunity to work with RUSH Marine in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Everts", is written over a horizontal line.

Rick Everts
Project Manager
Howard W. Pence, Inc.



Public Works Department
155 N. Wilson Avenue
Cocoa, FL 32922
321-433-8770

June 19, 2020

RUSH Marine, LLC
6285 Riverfront Center Blvd.
Titusville, FL 32780

RE: RUSH Marine LLC – Letter of Reference

To Whom it May Concern:

It is with great pleasure to provide this letter of recommendation for RUSH Marine, LLC (RM). In 2018, the City of Cocoa selected RM as one of the 5-year continuing service Marine Contractors. In late 2019 the City of Cocoa published a bid solicitation for the Riverfront Park Promenade Improvements project, and RM was the successful contractor. The Riverfront Promenade project consists of upgrades for the waterfront portion of the public park at downtown Historic Cocoa Village, a popular and unique location for both locals and tourists.

RM self-performed the majority of the work for this project, valued at just over 1 million dollars. As the Capital Projects Manager for the City of Cocoa, along with my team, couldn't be happier with the outcome of the project and the efforts from RM throughout the process. The entire team had the utmost professionalism, quality workmanship, and commitment to safety while performing their work.

Regardless of any unexpected or unforeseen situations encountered during the project, their expertise allowed them to quickly provide cost-effective solutions to both the City and the Engineer of Record that allowed the project to stay on schedule. It was a very positive and pleasant experience working with Mr. Landry and his team on this project, and I look forward to working with them in the future.

It is without hesitation that I recommend RUSH Marine to any organization as General/Marine contractors for any project. Please do not hesitate to contact me; should you have any questions.

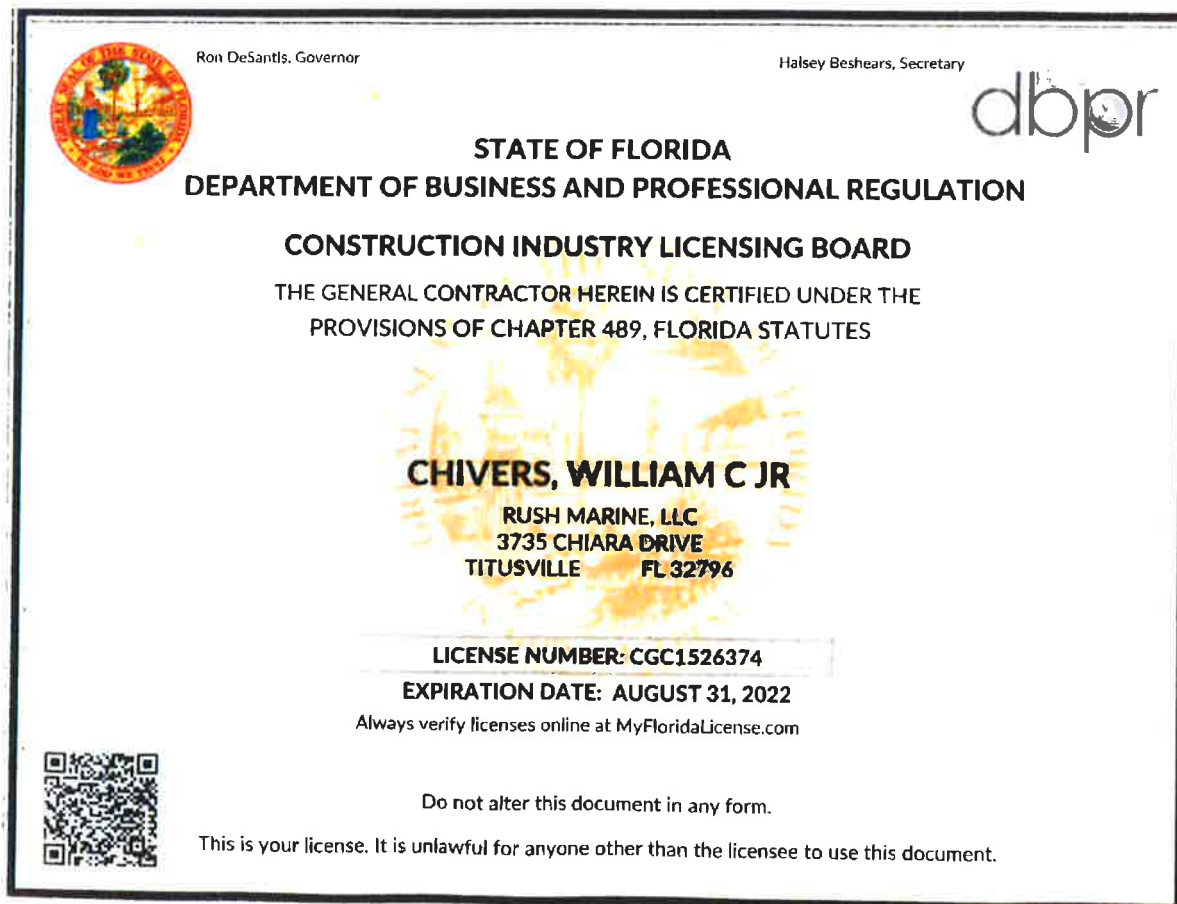
Sincerely,

Gary Palmer
Capital Projects Manager
321-433-8772

ACCEPTANCE OF CONDITIONS

RUSH Marine, LLC has no exceptions to the general terms and conditions of the RFP.

General Contractors License



Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

Affiliations & Memberships

Affiliations

RUSH Construction, Inc.

RUSH Facilities, LLC

EC RUSH (Joint Venture)

APC RUSH (Joint Venture)

FDOT (Pre-Qualified)

Memberships

Associated Builders and Contractors - Florida East Coast (ABC)

Propeller Club at Port Canaveral

Economic Development Commission (EDC)

PROFESSIONAL SERVICES AGREEMENT

Sunrise Park North Pier Replacement Request for Proposal (RFP) 21-BG-02

THIS AGREEMENT is made and entered into this _____ day of XXX , 2021, by and between RUSH Marine, LLC, duly authorized to conduct business in the State of Florida and whose address is 6285 Riverfront Center Blvd., Titusville, FL 32780, 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 #21-BG-02), 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 two hundred and ten (210 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:

Anthony Landry, President (Name, Title)
RUSH Marine, LLC (Company)
6285 Riverfront Center Blvd. (Address)
Titusville, FL 32780 (City, State, Zip)
321-267-8100 (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 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.

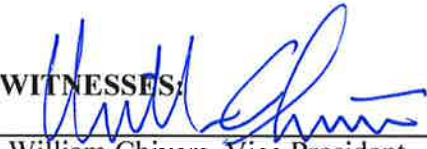
SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

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:


William Chivers, Vice President


Molly Beasley, Marketing Coordinator

Attachments: A. RFP #21-BG-02

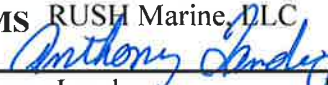
B. Firm Response to RFP

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

FIRMS RUSH Marine, LLC

By: 
Anthony Landry, President

Dated: 03/02/2021

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: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

PROPOSER CHECK LIST

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

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

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

CITY CLERK

City of Holly Hill
1065 Ridgewood
Ave.

Holly Hill, Florida 32117

- ☒ The mailing envelope **must be sealed and marked** with Qualification Number "RFP # 21-BG-02, Proposal Title "Sunrise Park North Pier Replacement " and Due Date "March 2nd , 2020 @ 10:00 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

RUSH Marine, LLC
Company


Authorized Signature

Anthony Landry, President
Printed Name & Title

tlandy@rushinc.com
Email

6285 Riverfront Center Blvd.
Address

Titusville, FL 32780
City, State, Zip Code

321-267-8100
Telephone No.

321-267-9944
Fax No.

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

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.

RUSH Marine, LLC
Company

6285 Riverfront Center Blvd.
Address

Anthony Landry
Authorized Signature

Titusville, FL 32780
City, State, Zip Code

Anthony Landry, President
Printed Name & Title

321-267-8100
Telephone No.

tlandry@rushinc.com
Email

321-267-9944
Fax No.

State of Florida
City of Titusville

SUBSCRIBED AND SWORN to before me this 2nd day of March, 20 21, by
Anthony Landry, who is personally known to me to be the
President for the Firm, OR who produced the following
identification: _____

Laurie Solis
Laurie Solis

Notary Public



My Commission Expires: 08/06/2023

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
56.5%	Poseidon Wharf CP Pile Encasement	\$ 3,443,732.00
92.2%	CPA Cruise Terminal 8 & 10 Waterside Modifications	\$ 5,269,580.00
0%	NASA Repair Indian River Bridge Beams & Piles	\$ 1,826,261.00

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

N/A

OTHER INFORMATION ABOUT PROJECTS: Other projects under contract:

City of Tavares Seaplane Base & Marina Docks

Brevard County Space View Park Waterside Repairs

Santa Maria Restaurant substructure installations

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

STATEMENT OF LITIGATION:

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

☐ Yes ☒ No

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

FEES:

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

\$1,169,082.87 **Total Fees for work done on all City projects** (City of Cocoa)

REFERENCES:Bank(s) Maintaining Account(s): BB&T Bank - 2460 S. Washington Ave., Titusville, FL 32780See attachedSurety/Underwriter: (if required) Berkley Surety GroupSee attached

Other References: (Use additional sheets if necessary)

See attached**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: Limited Liability 3

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.

RUSH Marine, LLC

Company

6285 Riverfront Center Blvd.

Address

Titusville, FL 32780

City, State, Zip Code

Anthony LandryAuthorized Signature
Anthony Landry, President



RUSH Marine, LLC.

A wholly-owned subsidiary of RUSH Construction, Inc.
FEIN: 59-2401736; Florida Corporation – Est. 1984

CREDIT INFORMATION

RUSH Marine FEIN 82-4091915

BANKING INFORMATION BB&T Bank
2460 S. Washington Ave.
Titusville, FL 32780
Ph: (321) 268-1750
Fx: (321) 264-7113
Nour Al Debek
NALdebek@BBandT.com
RUSH Marine Acct. #....17694

D & B NUMBER 11-684-1595

TRADE REFERENCES

Mobro Marine
P.O. Box 986
Green Cove Spr., FL 32043
Steve Cumella
(904) 284-9670 Ph
(904) 358-8706 Fax

Metals USA
P.O. Box 532533
Atlanta, GA 30353-2533
Bryan Johns
(251) 456-4531 Ph
(904) 766-0063 Fax

JD Fields & Company, Inc.
P.O. Box 134401
Houston, TX 77219-4401
Walter Van Zuthem
walter@jdfields.com
(281) 558-7199 Ph
(281) 870-9918 Fax

Brevard Rigging Supply
P.O. Box 236545
Cocoa, FL 32923
Missy Possinger
(321) 631-2838 Ph
(321) 631-6465 Fax

Geoquip, Inc.
1111 Cavalier Blvd.
Chesapeake, VA 23323
Pam Patterson
(757) 485-2500 Ph
(757) 485-5631 Fax

RAM Tool Const Supply
Acc # 149037
rtcredit@ram-tool.com
(866) 851-4480 Fax

DECLARATION STATEMENT

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

RE: RFP NO. 21-BG-02 “ Sunrise Park North Pier 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 #21-BG-02**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 2nd day of March, 2021 in the City of Titusville, in the State of Florida.

RUSH Marine, LLC
Company


Authorized Signature
Anthony Landry, President

6285 Riverfront Center Blvd.
Address

Titusville, FL 32780
City, State, Zip Code

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

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: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

INSURANCE REQUIREMENTS

(Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP** Number and **Sunrise Park North Pier Replacement**

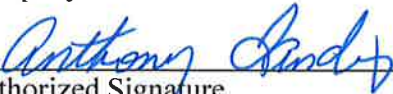
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PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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**.

RUSH Marine, LLC
Company

6285 Riverfront Center Blvd.
Address


Authorized Signature

Titusville, FL 32780
City, State, Zip Code

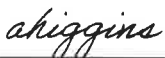
Anthony Landry, President
Printed Name & Title

321-267-8100
Telephone No.

tlandry@rushinc.com
Email

321-267-9944
Fax No.

McGriff Insurance Services
Insurance Agency


Signature of Proposer's Agent

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

Client#: 2176754

131RUSHMAR

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/24/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services PO Box 4927 Orlando, FL 32802-4927 407 691-9600		CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183 E-MAIL ADDRESS:	
INSURED RUSH Marine, LLC RUSH Construction, Inc 6285 Riverfront Center Blvd Titusville, FL 32780		INSURER(S) AFFORDING COVERAGE	
		INSURER A : New York Marine & General Insurance Co	
		INSURER B : Mitsui Sumitomo Marine Management	
		INSURER C : PMA Insurane Group	
		INSURER D : American Longshore Mutual Association	
		INSURER E : Old Dominion Insurance Company	
INSURER F :		NAIC #	

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 CERTIFICATION 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Ded-\$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	ML202000002185	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Claim Exp \$1,000,000
E	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	B1P9522H	07/18/2020	07/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE			ML202000002184	04/01/2020	04/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	DED ☒ RETENTION \$25000			OLM2510139	04/01/2020	04/01/2021	Each Occ/Agg \$9,000,000
C	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		X	1155720Y	04/01/2020	04/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	P & I			ML202000002185	04/01/2020	04/01/2021	1,000,000; ded-\$5,000
A	Marine Empl Liab			ML202000002185	04/01/2020	04/01/2021	Included
D	WC-USL&H			ALMA0242001	04/01/2020	04/01/2021	1,000,000-Each Acc/Agg

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

Project/Event: RFP #21-BG-02, Sunrise Park North Pier Replacement

Prop. Address: Sunrise Park, 1135 Riverside Dr., Holly Hill, FL

Additional Named Insured: RUSH Construction dba RUSH Marine

(See Attached Descriptions)

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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DESCRIPTIONS (Continued from Page 1)

Additional Insured status is granted with respects to General Liability if required by written contract per
Additional Insured-Owners Lessees or Contractors-Completed Operations, Form # OM DS 01 11/18;
Additional Insured-State or Governmental Agency or Subdivision or Political Subdivision-Permits or
Authorization-Form # OM DS 01 11/18
Additional Insured-Loss Payee

General Liability policy is primary and non-contributory if required by written contract.

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒ YES
☐ NO

RUSH Marine, LLC
 Company

Anthony Landry
 Authorized Signature

Anthony Landry, President
 Printed Name & Title

tlandry@rushinc.com
 Email

6285 Riverfront Center Blvd.
 Address

Titusville, FL 32780
 City, State, Zip Code

321-267-8100
 Telephone No.

321-267-9944
 Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Brevard

Anthony Landry, being first duly sworn, deposes and says that:

He/she is President of RUSH Marine, LLC, 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.

RUSH Marine, LLC
Company

Anthony Landry
Authorized Signature

Anthony Landry
Printed Name & Title

tlandry@rushinc.com
Email

6285 Riverfront Center Blvd.
Address

Titusville, FL 32780
City, State, Zip Code

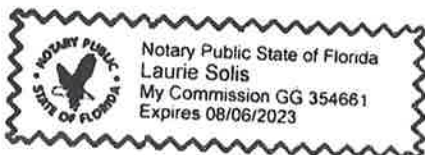
321-267-8100
Telephone No.

321-267-9944
Fax No.

Subscribed and sworn to before me this 2nd day of March, 2021.

Laurie Solis
Title

My Commission Expires: 08-06-2023



21-BG-02 Sunrise Park North Pier Replacement

ACKNOWLEDGEMENTS
RFP # 21-BG-02 Sunrise Park North Pier Replacement

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

From : Insert Information
"Contractor"

The Contractor agrees to provide Sunrise Park North Pier 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 Sunrise Park North Pier 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 eighty (180) 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 Sunrise Park North Pier Replacement within 210 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 2nd day of March, 2021
(Month) (Year)

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

By: Anthony Landry / Anthony Landry, President
(Signature) (Print name)

Address: 6285 Riverfront Center Blvd., Titusville, FL 32780

Telephone: (321) 267-8100 Fax: (321) 267-9944

Taxpayer Identification Number (TIN): 59-2401736

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)

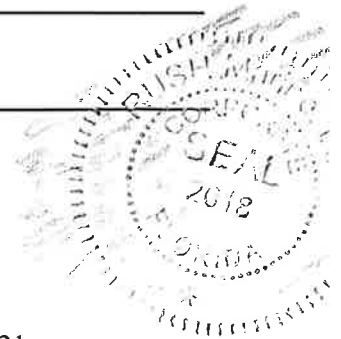
CORPORATE SEAL

Attest By: _____
Secretary

Signature: Anthony Landry Date: 03/02/2021
Anthony Landry, President

21-BG-02 Sunrise Park North Pier Replacement

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



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.or
g 1065 Ridgewood Ave
Holly Hill, FL 32117

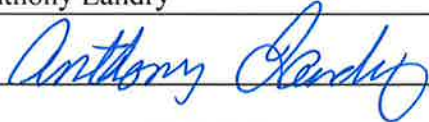
A provision that requires the contractor to comply with public records laws, specifically to:

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: RUSH Marine, LLC

Authorized representative (printed): Anthony Landry

Authorized representative (signature): 

Project Number: 21-BG-02 Date: 03/02/2021

21-BG-02 Sunrise Park North Pier 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: Canaveral Port Authority
 Address: 445 Challenger Road., Cape Canaveral, FL 32920
 Point of Contact: Patrick Hammond
 Phone #: 321-783-7831 Email address: phammond@portcanaveral.com
 Service(s) Provided: Shoreline repair, Fender replacement, Berth construction,
bollard replacement
 Dates of Service: 2/28/2018 - 2/28/2022 (Continuing Service Contract)

2. Name of Company: Howard W. Pence
 Address: 342 East Dixie Ave Po Box 2005, Elizabeth town, KY 42702
 Point of Contact: Rick Everts
 Phone #: 270-737-8723 Email address: rickeverts@hwpence.com
 Service(s) Provided: Shoreline restoration, sheet pile bulkhead, placement of rip-rap.
 Dates of Service: 8/3/2018 - 1/2021

3. Name of Company: City of Cocoa
 Address: 401 Riveredge Blvd., Cocoa FL 32922
 Point of Contact: Gary Palmer
 Phone #: 321-433-8772 Email address: gpalmer@cocoafl.org
 Service(s) Provided: Marine Construction (Continuing Service Contract)
 Dates of Service: 2018 - 2021 Continuing Service Contract

4. Name of Company: RUSH Construction, Inc.
 Address: 6285 Riverfront Center Blvd., Titusville, FL 32780
 Point of Contact: William Chivers
 Phone #: 321-267-8100 Email address: wchivers@rushinc.com
 Service(s) Provided: Marine Construction Activities
 Dates of Service: 2017 - present day

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

**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 Anthony Landry, President (Print
Individual's Name and Title)
for RUSH Marine, LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is 6285 Riverfront Center Blvd., Titusville, FL 32780

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4091915

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.

21-BG-02 Sunrise Park North Pier 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).

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.

Anthony Landry
(Signature) Anthony Landry, President

Sworn and subscribed before me this 2nd day of March, 2021.

Personally known X
Laurie Solis
(Notary) Laurie Solis

OR produced identification _____
Notary Public State of Florida

(Type of Identification) My commission expires: 08/06/2023



21-BG-02 Sunrise Park North Pier Replacement

VENDOR INFORMATION

Vendor is:

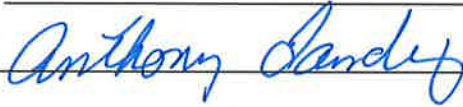
☐ Corporation☐ Partnership☐ Sole Proprietorship☒ Other Limited Liability (Explain)Federal Employer Identification Number: 82-4091915Firm Name: RUSH Marine, LLCMailing Address: 6285 Riverfront Center Blvd., Titusville, FL 32780Telephone No.: 321-267-8100Fax No.: 321-267-9944Email Address: tlandry@rushinc.comWeb Address: rushinc.com

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

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: Anthony Landry, President

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

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.

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

2 Business name/disregarded entity name, if different from above
RUSH Marine, LLC

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.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is 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	4	0	1	7	3	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of
U.S. person ▶



Date ▶

1.14.2021

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.

Cut and use this label for Proposal Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP# 21-BG-02

Sunrise Park North Pier Replacement

OPENING DATE/TIME:
March 2, 2021
by 10:00 a.m.

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME RUSH Marine, LLC		Doing business as (DBA)	
ADDRESS 6285 Riverfront Center Blvd., Titusville, FL 32780	Applicable Procurement or Solicitation #, if any: 21-BG-02	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #: 82-4091915
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered

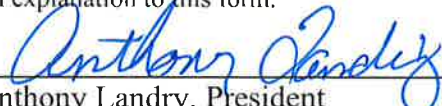
Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Order or Contractor Signature:  Date: 03/02/2021
 Anthony Landry, President 21-BG-02 Sunrise Park North Pier Replacement

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

Print Name and Title: _____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION (FREQUENTLY ASKED QUESTIONS)

Note: This FAQ sheet was provided by the Washington State Military Department. Your sub-recipient agreement with Thurston County Emergency Management is subject to the same "debarment, suspension, ineligibility, and voluntary exclusion" requirements as described in this document. **Please return this Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form to Thurston County Emergency Management.**

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form

21-BG-02 Sunrise Park North Pier Replacement

completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Anthony Landry, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Anthony Landry, President
Name and Title of Contractor's Authorized Official

03/02/2021
Date

REVISED PROPOSAL PRICING
FORM RFP # 21-BG-02
Sunrise Park North Pier Replacement

RFP Date: 03/02/2021

TO: The City of Holly Hill, Florida

FROM: RUSH Marine, LLC

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 Sunrise Park North Pier 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 **Sunrise Park North Pier Replacement** as follows:

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Timber Pier Reconstruction					
1	8'x328' Timber Access Pier - Materials and Labor	2,624.0	SF	\$47.00	\$123,328.00
2	12'x58' Timber Terminal Pier - Materials and Labor	696.0	SF	\$93.00	\$64,728.00
3	Timber Piles - 12" Dia. X 40' w/ Pile Wrap - Materials and Labor	87.0	EA	\$1,340.00	\$116,580.00
4	Timber ADA Railing - Materials and Labor	788.0	LF	\$135.00	\$106,380.00
5	Electrical / Lighting - Fixtures, Materials and Labor	1.0	EA	\$31,147	\$31,147.00
Total - Timber Pier Reconstruction					\$442,163.00

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM
Timber Pier Reconstruction - Other Costs					
6	Contractor Mobilization / Demobilization	1.0	LS	\$234,680.00	\$234,680.00
7	Demolition of Existing Structures	1.0	LS	\$78,780.00	\$78,780.00
8	Insurance, Licenses, Bonds and Misc.	1.0	LS	\$17,511.00	\$17,511.00
9	Environmental Control Measures	1.0	LS	\$11,000.00	\$11,000.00
10	Survey Layout And Asbuilts	1.0	LS	\$11,000.00	\$11,000.00
Total - Timber Pier Reconstruction - Other Costs					\$352,971.00

SUMMARY

Timber Pier Reconstruction - Labor and Materials	\$ 442,163.00
Timber Pier Reconstruction - Other	\$ 352,971.00
Total	\$ 795,134.00

Total Base Bid

\$ 795,134.00

Total Base Bid in Writing: Seven Hundred Ninety-Five One Hundred Thirty-Four Dollars and Zero Cents

NO	ADD / DEDUCT BID ITEMS	COST	UNIT
3a	12" PT Pile Length Increase - Materials and Labor	\$50.00	LF
3b	12" PT Pile Length Decrease - Materials and Labor	\$50.00	LF

Bid schedule has been prepared to include major components of work.
It shall be the Respondent's responsibility to review plans and specifications and to bid accordingly.

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 Anthony Jendry 6285 Riverfront Center Blvd.
Address

Anthony Landry, President	Titusville, FL 32780
Printed Name & Title	City, State, Zip Code

Company RUSH Marine, LLC Telephone No. 321-267-8100

Date 03/02/2021 Email Address tlandry@rushinc.com

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # N/A

KNOW ALL MEN BY THESE PRESENTS, that we RUSH Marine, LLC

6285 Riverfront Center Blvd., Titusville, FL 32780

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Berkley Insurance Company

475 Steamboat Road, Greenwich, CT 06830

(Here insert full name, and address or legal title of Surety)

a corporation duly organized under the laws of the State of Delaware as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Holly Hill, FL

1065 Ridgewood Ave., Holly Hill, FL 32117

(Here insert full name, and address or legal title of Owner)

as Obligor, hereinafter called the Obligor, in the sum of Five percent of amount bid Dollars (\$ 5%---), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP No. 21-BG-02, "Sunrise Park North Pier Replacement"

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of March, 2021.

Mary Berry
(Witness)

Bobbie Hubert
(Witness)

RUSH Marine, LLC
(Principal) Anthony Landry (Seal)
President
(Title)

Berkley Insurance Company
(Surety) Cindy Mirisola (Seal)
(Title) Cindy Mirisola, Attorney-in-Fact
INQUIRIES: (407)389-3588

AIA DOCUMENT A310 BID BOND AIA © FEBRUARY 1970 ED THE AMERICAN

INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Cindy L. Mirisola; Robert H. Bond; or Heather Bradley of Sihle Insurance Group, Inc. of Altamonte Springs, FL** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4th day of May, 2020.

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 4th day of May, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundracken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 2nd day of March, 2021.

(Seal)

Vincent P. Forte
Vincent P. Forte



**ADDENDUM NUMBER 1
RFP 21-BG-02
NORTH PIER SUNRISE PARK
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-02** for the above request for **NORTH PIER SUNRISE PARK** 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 is the engineer's estimate and/or budget value for this project?

A 1. The estimate was \$689,810 but did not include lighting, which is anticipated to be a minimal expense.

Q2. Is this project funded by a grant program? If so, please specify.

A 2. The project is subject to reimbursement through Federal Emergency Management Agency Public Assistance grant.

Q3. What area will the contractor be able to use for staging?

A 3. Contractor will have access to a portion of the parking lot area for staging. Additional materials, if needed, may be staged at the Public Works Yard located at 453 LPGA Blvd, Holly Hill Florida 32117

Q4. Will the park remain open during construction?

A 4 Yes - the park will remain open.

Q5. Will the City require a building permit? If so, will fees be waived?

A5. The City will require a permit. The fees cannot be waived, but the Public Works division will pay the permit fees.

Signature acknowledges receipt and understanding of this addendum.

Anthony Landry, President

Name/Title

03/02/2021

Date

RFP 21-BG-002 NORTH PIER SUNRISE PARK

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



**ADDENDUM NUMBER 2
RFP 21-BG-02
NORTH PIER SUNRISE PARK
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-02** for the above request for **NORTH PIER SUNRISE PARK** 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.

A Revised Proposal Pricing Form has been attached to this addendum for submission of your proposal. This revised form replace the proposal pricing form shown on pages 48-49 of the original bid document. This form must be completed and submitted with your response to this Request for Proposal.

A Geotechnical Evaluation has been attached to this addendum.

QUESTIONS AND ANSWERS

Q1. Will the city considered a floating dock pier as opposed to a fixed pier?

A 1. No - only a fixed pier following the specifications of the design will be considered.

Q2. Please provide the geotechnical study conducted by UES referenced in the project Notes on Plans Page N-1 prior to bid.

A2. SDI: Geotechnical Report attached.

Q 3. Can Contractor stage a pile driving crane on uplands directly west of where the dock ties into the uplands?

A3. SDI: Pile driving using land-based equipment must be approved by the City. It is noted that Contractors will be responsible for any or all damages to property as a result of construction.

Q4. Referencing Plan Page N-1, Article 11, Note #1, After further soil investigations or test pile program, will Contractor be compensated if piles need to be longer than the 40 ft bid lengths?

A4. SDI: The revised Bid Schedule includes an Add/Deduct line item for an increase or decrease in the specified pile lengths. Contractors will be compensated for piles in excess of 40 feet based on the unit price included in the revised Bid Schedule.

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

Q5. Referencing Plan Page N-1, Article 11, Note #2 and Article #2, Note #11, it appears the unfactored design load is roughly 90 PSF. What safety factor does Engineer anticipate applying to this unfactored load to determine the pile bearing capacity or what is the total minimum pile bearing capacity requirement in tons (or kips).

A5. SDI: Pile length / embedment requirements is governed by the lateral load capacity requirements. Contractors are to bid based upon 40-foot piles driven to full penetration.

Q6. Referencing Plan Page N-1, Article 11, Note #2, would Engineer consider static load testing of test piles an acceptable design verification method?

A6. SDI: We are seeking full penetration to achieve the lateral load capacity criteria. SDI will coordinate with the independent Geotechnical Firm hired by the Contractor for the pile monitoring to determine criteria for evaluating pile driving characteristics as relating to lateral load capacity.

Q7. Subsequent to either further soil investigations or a test pile program, will the Engineer provide pile order lengths to Contractor based on his evaluation of the geotechnical report and/or design requirements?

A7. SDI: Yes. Contractors will be provided with detailed pile design information prior to construction. For bidding purposes assume 40-foot piles driven to full penetration.

Q8. Referencing Plan Page N-1, Article 11, Note #4. This note is concerning because jetting of all piles will be necessary due to the jobsite water depths. In order to install 40 ft piles (or longer) without the use of jetting will require crane with sufficient head room to handle piles and a heavy template to erect piles and drive plumb full length, which would require a large barge that would have serious draft and jobsite access issues. If jetting is permissible, in order to initially erect and plumb piles and drop head room restrictions, smaller equipment on smaller barges could be used. In addition, we were unable to find any language in the environmental permits that prohibits the use of jetting. That said, would Engineer allow bidders to assume jetting of piles as a permissible method for initial pile erection/ installation?

A8. SDI: Jetting is acceptable to assist with pile alignment and plumbness in advance of driving. We are seeking a minimum of driving the last 15 feet of the pile to confirm capacity.

Q9. Referencing Plan Page N-1, Article 11, Note #2, if Contractor supplies a certified, engineered foundation design and piling installation method from a 3rd party engineer that allows the use of jetting, would that be acceptable?

A9. SDI: See response to Item 8.

Q10. Referencing Plan Page N-1, Article 11, Note #5, This note appears to read that Bidders should anticipate including a contingency cost for all piles to be installed with the use of pre-drilling through rock to install timber piles. Please understand this will result in bid prices being much higher than likely necessary if no drilling is actually required. Shouldn't pre-drilling be considered a standard contractual unforeseen condition and compensable change if no soil borings are provided with the bid or the nearest boring does not represent the need for drilling?

A10. SDI: Contractors should base their bids on the subsurface conditions provided in the attached Geotechnical Report. Should conditions vary from what is described in the Report

requiring a change in pile specifications and / or means and methods of pile driving, this will be handled during construction via Change Order if deemed justifiable by the City.

Q11. Does the City have its own Bid Bond form or is a standard AIA form acceptable?

A11. Standard AIA form is acceptable.

Q12. Are the 3.5w LED waterproof fixtures provided by the owner and installed by the contractor, or are they provided and installed by the contractor?

A12. LED fixtures are to be provided and installed by the contractor.

Q13. Please confirm the quantity of existing piles to be removed.

A13. There appears to be 74 piles that need to be removed. This is based on aerial photography, but there may or may not be sections of piles under the water surface where damage occurred that will need to be removed.

Q14. What is the length of the existing timber piles?

A14. Unknown. The City does not have a copy of the As-Builts for this pier.

Q15. Will any of the concrete bulkhead need to be repaired?

A15. SDI: The pier will not be attached to the bulkhead. Any bulkhead repairs will be handled via separate project.

Q16. Confirm all hardware is to be 316SS.

A16. SDI: yes

Q17. Please provide tie-in detail for proposed pier to existing concrete bulkhead.

A17. SDI: the pier will not be attached to the existing bulkhead.

Q18. What is the required embedment for the timber piles?

A18. SDI: For bidding purposes assume 40 foot piles. A pile analysis is currently being finalized based on recently acquired geotechnical data. The modified bid schedule includes an add/deduct line items for longer or shorter piles.

Q19. Provide any subsurface data including borings or geotechnical reports.

A19. SDI: Attached

Q20. Technical specifications article 6 refers to a geotechnical study. Please provide a copy of this report to bidders.

A20 SDI: Attached

Q21. Please confirm that if a test pile program is required as mentioned in technical specifications, article 6, #3, the City will pay the contractor for the test pile program as a change order.

A21 SDI: Test piles are not required.

Q22. Technical specification, Article 6, #4 states that "there is no provision for encountering unforeseen soil conditions." With this blanket statement it will be difficult for contractors to properly price this project. Please provide an allowance amount contractors should include in their bid price. Alternately consider removing this verbiage.

A22 SDI: Please base your bid on the subsurface conditions stated in the Geotechnical Report. Should there be conditions that deviate from that reported by the Geotechnical Engineer, which require changes in the pile specifications or driving methodologies, this will be addressed during construction via Change Order, if deemed justifiable by the City.

Q23. Will the contractor be permitted to maintain their own pile driving logs?

A23 SDI: No. An independent Geotechnical firm must be hired at the Contractor's expense to monitor and maintain pile logs.

Q24. Technical specification, Article 6, #4 seems to place the burden and responsibility of unknown subsurface conditions on the bidding contractor. To avoid inflated bid prices to offset this note, we are requesting an allowance item be provided.

A24 SDI: See response above.

Q25. Technical specification, Article 11, #5 states that "the contractor shall use drilling equipment to achieve the required penetration dictated by the Manufacturer. Any Manufacturer." However, Tech. Spec. Article 11, #2 states that the required penetration is dictated by the Engineer. Please clarify who will dictate the required pile penetration. If it is a manufacturer, please provide the manufacturers name and contact information.

A25 SDI: There is no Manufacturer involved in this project. This note was inadvertently left in based on a prior design. Bids shall be based on 40 foot piles driven to full penetration. Should there be conditions that deviate from that reported by the Geotechnical Engineer, which require changes in the pile specifications or driving methodologies, this will be addressed during construction via Change Order, if deemed justifiable by the City.

Q26. What is the closest location the contractor can pull from to get temporary power?

A26 There is power available from the large pavilion in the southwest part of the property. It is located 516 feet from the concrete bulkhead of the pier.

Q27. It appears there are some trees blocking access to the pier. If these are removed during construction for access will they be required to be replaced?

A27 If the palm trees need to be taken down for construction access, they will be replaced by the City.

Q28. Sections of sidewalk located at the pier's access point will likely be cracked and require replacement. Please confirm if the contractor is to include sidewalk replacement in the bid price and if so under what bid item.

A28 SDI: The Contractor is required to restore the site to pre-construction conditions. Should the Contractor damage the sidewalk or any other Park structures, hardscapes, landscaping or other features during construction it will be their responsibility to repair, as required. There is no need for a line item in the bid

schedule to account for unforeseen or anticipated damages to items such as sidewalks as it is assumed that the Contractor will take all necessary steps to avoid damages to public property. If a Contractor assumes they will damage and have to repair the sidewalk, the cost for this work can be included in any of the current line items in the Bid Schedule.

Q29. Can the contractor section off the corner area of the park including the pavilion structure during construction?

A29 This will be granted as needed. Staging needs will be discussed at the pre-construction meeting.

Q30. Are there existing electrical or water lines on the pier to be removed? If so, provide details including dimensions and requirements for capping.

A30. There are existing electrical lines on the pier to be removed and replaced for LED lighting. The line runs the length of the pier. There are no water lines on the existing pier.

Q31. Can the Contractor utilize the nearby boat ramp for construction operations?

A31 Yes

Q32. Technical Specification, Article 11 #2 refers to necessary load rating and minimum penetration but does not provide details on either. Please provide required load rating and minimum pile penetration.

A32.SDI: See responses above

Q33. Will the contractor be allowed to jet piles some portion of the way as long as the load bearing requirement is achieved.

A33 SDI: Piles can be jetted to a certain depth to assist with alignment and plumbness. At a minimum, the last 15 feet of pile should be driven.

Q34. It is anticipated that after questions are answered by the City, there may be follow up questions or additional clarification required. We respectfully request time to ask another round of questions once answers to these are provided.

A34 The last day for written questions is February 17, 2021 at 5:00pm. No additional time will be granted for questions.

Q35. Please provide the geotechnical report done by Universal Engineering Sciences.

A35. SDI: Geotechnical Report attached.

Q36. Please provide the bearing requirements for the new piles.

A36. SDI: Pile length and penetration or pile tip elevation is governed by the lateral loads on the structure.

Q37. Please provide the minimum tip elevation for lateral stability on the new piles.

A37. SDI is still evaluating the length of piles based on recently acquired geotechnical information. For bidding purposes use 12"x40' piles. The revised Bid Schedule attached with the Addendum provides a unit cost line item for an increase or decrease in the pile length.

Q38. Please provide the as-built for the existing structure please.

A38. The City does not have a copy of the As-Builts for this pier.

Q39. Please verify that all structural timber and decking is to be #1 Dense?

A39. SDI: Although it is apparent that #1 Dense material may be difficult to obtain due to material shortages, for bidding purposes assume #1 dense material for decking.

Q40. I have been told by my supplier that marine pilings are not available in #1 dense Please confirm if this requirement was an error?

A40 SDI: This is an typo in the specifications.

Q41. What are the work hour limitations for pile driving?

A41. 7:00am - 5:00pm Monday through Friday with weekend work permitted as approved by the City.

Q42. Please specify how many test piles will be required and there locations?

A42. SDI: Test piles will not be required.

Q43. The technical specifications show that all of the structural timber framing and decking is to be #1 dense treated with ACQ to .40. Typically the substructure timber framing is treated to .60 with CCA because it is in the splash zone where it will go through wet and dry cycles with the tide. Can this specification be amended?

A43. SDI: 0.60 CCA treated structural framing is better alternative than 0.40 ACQ treated material. Minimum No. 1 grade is required for all timber, No. 1 Dense is preferred. SDI will check with suppliers on availability but for bidding purposes assume No. 1 Dense.

Q44. ACQ treatment is not typically used anymore and has be changed to CA. Please revise this specification.

A44. SDI: CA is an acceptable alternative to ACQ treatment if more readily available. Treatment must comply with AWWPA Standards.

Q45. Are the handrail framing and posts to be #1 dense and treated to .40 as well?

A45. SDI: Yes, however CA treated lumber is acceptable as long as it complies with AWWPA Standards.

Q46. We have reached out to several mills regarding the #1 dense specification and none of them are willing to commit to producing it since they have a back log of orders for standard #1 & #2 dating back to the COVID shut down. Furthermore the production from these mills has been reduced due to CDC work place guidelines.

A46. SDI: See response to number 43.

Q47. Does your Budget of \$689,810.00 take into account the drastic rise in lumber prices recently?

A47. SDI: The budget is based on an Engineer's estimate using typical per square foot cost for timber dock construction. This is only an estimate and does not necessarily factor in increased lumber prices. Respondents are to bid based upon their own take off of quantities and current material prices.

Q48. The piling specification calls for the pile to be #1 dense which is an erroneous spec. please revise.

A48. SDI: Specifications that piles are to be No.1 Dense is a typo. All piles are to be pressure treated.

Signature acknowledges receipt and understanding of this addendum.

Anthony Landry, President
Name/Title



03/02/2021

Date

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)



**ADDENDUM NUMBER 3
RFP 21-BG-02
NORTH PIER SUNRISE PARK
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 21-BG-02** for the above request for **NORTH PIER SUNRISE PARK** 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.

The revised proposal pricing form has the electrical light scope listed as "1" "EA." For clarification, "EA" is the same as Lightning System "LS" as we were seeking a cost for the system not unit cost for individual items.

Signature acknowledges receipt and understanding of this addendum.

Anthony Landry, President

Name/Title

03/02/2021

Date

Attachment: RFP 21-BG-02 RUSH Marine (2021-R-22 : Sunrise Park North Pier Replacement 21-BG-02)

RFP 21-BG-02 Sunrise Park North Pier Replacement

03/09/2021 @ 10:00am

Individual Ranking Sheet

Company Name

Company Name	Qualifications (0-10)	Cost Proposal (0-85)	Warranties (0-5)	Total Score	1=highest rank
Harbor Marine	10	53.55	0	63.55	4
Mid-Coast Construction	10	52.70	0	62.70	6
Rush Marine, LLC	10	53.64	0	63.64	5
Custom Built Marine Construction	10	76.25	0	86.25	2
Brothers Construction, Inc.	10	85	0	95	1
Shoreline Foundation, Inc.	10	62.48	0	72.48	3

DECLARATION OF CONFIDENTIALITY, NON-DISCLOSURE, AND NO CONFLICT OF INTEREST

I acknowledge the importance of confidentiality, non-disclosure and no conflict of interest in the abovementioned procurement. I affirm that I will maintain confidentiality and not divulge any information concerning this procurement to any person who has not similarly executed a declaration, including number of Proposals received, the names of proposers and all evaluation discussions, until after the award of contract.

DECLARATION

I understand that a copy of this Declaration will be placed in the Procurement file. I also certify that, to the best of my knowledge, I do not have a conflict of interest, as:

- No member of my immediate family, including my spouse/partner, has any substantial direct or indirect financial interest in the Contract or any of the proposers (listed above).
- I have not sought employment by nor am I being considered for employment by the proposers or its affiliates or subcontractors.
- I will not solicit or accept gifts, gratuities, favors or anything of monetary value from the proposers, its affiliates or subcontractors.

Evaluator:

Antoine Khoury

Printed Name

Signature

Antoine Khoury

RFP 21-BG-02 Sunrise Park North Pier Replacement

03/09/2021 @ 10:00am

Individual Ranking Sheet

Company Name	Qualifications (0-10)	Cost Proposal (0-85)	Warranties (0-5)	Total Score	1=highest rank
Harbor Marine	5	56	5	66	6
Mid-Coast Construction	6	56	5	67	4
Rush Marine, LLC	7	55	5	67	4
Custom Built Marine Construction	8	79	5	92	2
Brothers Construction, Inc.	10	85	5	100	1
Shoreline Foundation, Inc.	9	67	5	81	3

DECLARATION OF CONFIDENTIALITY, NON-DISCLOSURE, AND NO CONFLICT OF INTEREST

I acknowledge the importance of confidentiality, non-disclosure and no conflict of interest in the abovementioned procurement. I affirm that I will maintain confidentiality and not divulge any information concerning this procurement to any person who has not similarly executed a declaration, including number of Proposals received, the names of proposers and all evaluation discussions, until after the award of contract.

DECLARATION

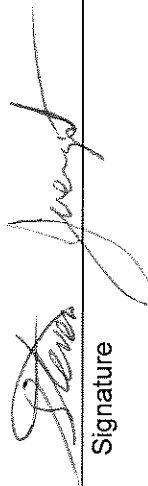
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- I have not sought employment by nor am I being considered for employment by the proposers or its affiliates or subcontractors.
- I will not solicit or accept gifts, gratuities, favors or anything of monetary value from the proposers, its affiliates or subcontractors.

Evaluator: Steven Juengst

Printed Name

Signature



RFP 21-BG-02 Sunrise Park North Pier Replacement

03/09/2021 @ 10:00am

Individual Ranking Sheet

- 1 point per 10,000
↓

Company Name	Qualifications (0-10)	Cost Proposal (0-85)	Warranties (0-5)	Total Score	1=highest rank
Harbor Marine	10	56	3	69	5
Mid-Coast Construction	10	57	3	70	4
Rush Marine, LLC	10	55	3	68	6
Custom Built Marine Construction	10	79	3	92	2
Brothers Construction, Inc.	10	85	3	98	1
Shoreline Foundation, Inc.	10	68	3	81	3

DECLARATION OF CONFIDENTIALITY, NON-DISCLOSURE, AND NO CONFLICT OF INTEREST

I acknowledge the importance of confidentiality, non-disclosure and no conflict of interest in the abovementioned procurement. I affirm that I will maintain confidentiality and not divulge any information concerning this procurement to any person who has not similarly executed a declaration, including number of Proposals received, the names of proposers and all evaluation discussions, until after the award of contract.

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- I have not sought employment by nor am I being considered for employment by the proposers or its affiliates or subcontractors.
- I will not solicit or accept gifts, gratuities, favors or anything of monetary value from the proposers, its affiliates or subcontractors.

Evaluator:

Chris Jones

Printed Name

Chris Jones 3/9/2021

Signature

RFP 21-BG-02**Sunrise Park North Pier****Evaluation Committee Ranking Summary and Average**

Company	Evaluator 1	Evaluator 2	Evaluator 3	Total	Average	Overall Ranking
Harbor Marine	4	6	5	15	5.00	5
Mid-Coast Construction	6	4	4	14	4.67	4
Rush Marine	5	4	6	15	5.00	5
Custom Built Marine	2	2	2	6	2.00	2
Brothers Comstruction	1	1	1	3	1.00	1
Shoreline Foundation	3	3	3	9	3.00	3



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

**City Commission
Resolution**

MEETING DATE: March 23, 2021
FROM: Joseph Forte
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Surplus and Intent to Sell the Property Identified as Kansas Street Parcel # 4242-36-30-0220, by Negotiated Sale; and Waiving Any and All Bidding Requirements; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: 2021-R-23
APPLICANT:
PLANNER:

DISCUSSION:

The City acquired this property from Volusia County pursuant to Section 197.592(3), Florida Statutes, which conveyed all of its interest described in the land that was escheated by the Grantor by tax deed recorded at OR Book 7009 PAGE 3118 situate. LOT 22 BLK 3 GLOF CLUB ESTS MB 26 PG 79 PER OR 1831 PG 1895 PER OR 5824 PGS. Parcel ID: 4242-36-30-0220.

The property holds no value to the city and would only have value to those residents who abut the property.

FISCAL

ANALYSIS:

The City would sell this property and retain the funds in the General Fund. Estimated cost is \$5,000.00.

STAFF

RECOMMENDATION:

Approve the Resolution to surplus the property and authorize the City Manager to sell the property at a negotiated price.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE RESOLUTION TO SURPLUS THE PROPERTY AND AUTHORIZE

THE CITY MANAGER TO SELL THE PROPERTY AT A NEGOTIATED PRICE.

ATTACHMENTS:

- Kansas Street Property (PDF)

Resolution No. 2021-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SURPLUS AND INTENT TO SELL THE PROPERTY IDENTIFIED AS KANSAS STREET PARCEL # 4242-36-30-0220, BY NEGOTIATED SALE; AND WAIVING ANY AND ALL BIDDING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SURPLUS AND INTENT TO SELL THE PROPERTY IDENTIFIED AS KANSAS STREET PARCEL # 4242-36-30-0220, BY NEGOTIATED SALE; AND WAIVING ANY AND ALL BIDDING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns the properties located on Kansas Street (an unopened ROW) Parcel ID # 4242-36-03-0220, Alternate Key 3197178; and

WHEREAS, the City has identified the Subject Property is no viable use to the City of Holy Hill; and

WHEREAS, the City Commission believes it is in the best interest of the City to sell the Subject Property through negotiated sale under these circumstances.

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

SECTION 1. The City Commission hereby approves surplus and selling the real property located at Parcel ID # 4242-36-03-0220, by negotiated sale price, and authorizes the City Manager to negotiate and execute a purchase and sale agreement with a qualified buyer.

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

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

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

APPROVED AND AUTHENTICATED on this 23rd day of MARCH, 2021.

4242-36-03-0220

KANSAS ST HOLLY HILL 32117

**Legal Description**

LOT 22 BLK 3 GOLF CLUB ESTS MB 26 PG 79 PER OR 1831 PG 1895 PER OR 5824 PGS 0904-0905 PER OR 7009 PGS 3118-3119

Sales History

Book Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved No	Sale Price
7009 3118	07/2014	Tax Deed	Unqualified Sale	No	10

History of Values

Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2015	4,800	0	0	4,800	4,800	4,800	4,800	0	0	0
2014	4,810	0	0	4,810	4,810	4,810	4,810	0	0	0

Land Data

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Shp	Phy	Just Value
8086	VAC GOV - COUNTY	80.0	100.0	1.00	LOT	4800.00	100	100	100	100	4,800
Neighborhood 3950 GOLF CLUB ESTS MB/26 PG 79											0
Total Land Classified											0
Total Land Just											4,800



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: March 23, 2021
FROM: Joseph Forte
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Surplus and Intent to Sell the Property Identified as 471 Ferndale Street, Parcel # 37-15-33-39-06-0130, 475 Ferndale Street, Parcel # 37-15-33-39-06-0160, and 8Th Street, Parcel # 44-14-32-01-08-0070 by Negotiated Sale; and Waiving Any and All Bidding Requirements; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

NUMBER: 2021-R-24
APPLICANT:
PLANNER:

DISCUSSION:

The City had identified the subject parcels as a good location for a storm water retention pond to help direct storm water into the city's storm water collection system. The City Engineer's, QLH, have review the location and agree this location will benefit the City and the surrounding area.

"QLH's initial, preliminary evaluation shows that the Ferndale pond is capable of retaining and treating approximately 40,000 cubic feet of runoff from adjacent properties which has virtually no Stormwater treatment. If this were a new development, you could treat 1" of runoff from about 11 acres. It is difficult to determine the flood attenuation treatment level without modeling but we would be comfortable in stating that the Ferndale pond would relieve local nuisance flooding with a well-designed collection system."

Following the engineering study completed in August 2018 (attached) it has been determined that the property, if developed as a stormwater pond, would serve as a water quality project and less as a water quantity project.

Therefore, due to budget constraints and the needs for stormwater quantity projects, the staff feels it is in the City's best interest to surplus and sell the subject property.

FISCAL ANALYSIS:

The cost to purchase this property for \$30,000.00 was been budgeted in the 2016/17 budget along with the cost to design the retention pond. The city would seek to recoup the cost of the purchase of the property through a negotiated sale agreement.

STAFF RECOMMENDATION:

Authorize the City Manager to authorize Marta Pascal with Adams Cameron to sell the subject

property through a negotiated sale inclusive of all three parcels.

COMMISSION GOAL:

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE THE RESOLUTION TO SURPLUS THE PROPERTY AND AUTHORIZE THE CITY MANAGER TO SELL THE PROPERTY AT A NEGOTIATED PRICE.

ATTACHMENTS:

- HH Ferndale Pond Management Report (1)(PDF)
- 1000710-171316.01 - HH Ferndale Pond - 90% PLAN SET (1) (PDF)

Resolution No. 2021-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SURPLUS AND INTENT TO SELL THE PROPERTY IDENTIFIED AS 471 FERNDAL STREET, PARCEL # 37-15-33-39-06-0130, 475 FERNDAL STREET, PARCEL # 37-15-33-39-06-0160, AND 8TH STREET, PARCEL # 44-14-32-01-08-0070 BY NEGOTIATED SALE; AND WAIVING ANY AND ALL BIDDING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SURPLUS AND INTENT TO SELL THE PROPERTY IDENTIFIED AS 471 FERNDAL STREET, PARCEL # 37-15-33-39-06-0130, 475 FERNDAL STREET, PARCEL # 37-15-33-39-06-0160, AND 8TH STREET, PARCEL # 44-14-32-01-08-0070 BY NEGOTIATED SALE; AND WAIVING ANY AND ALL BIDDING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns the properties located at 471 Ferndale Street, Parcel # 37-15-33-39-06-0130, 475 Ferndale Street, Parcel # 37-15-33-39-06-0160, and 8th Street, Parcel # 44-14-32-01-08-0070; and

WHEREAS, the City has identified the Subject Property is no longer a viable site for a Stormwater Retention Pond; and

WHEREAS, the City Commission believes it is in the best interest of the City to sell the Subject Property through negotiated sale under these circumstances.

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

SECTION 1. The City Commission hereby approves surplus and selling the real property located at 471 Ferndale Street, Parcel # 37-15-33-39-06-0130, 475 Ferndale Street, Parcel # 37-15-33-39-06-0160, and 8th Street, Parcel # 44-14-32-01-08-0070, by negotiated sale price, and authorizes the City Manager to add this property to the list of properties for sale under the agreement with Marta Pascal with Adams Cameron to negotiate and execute a purchase and sale agreement with a qualified buyer.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any

Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

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

APPROVED AND AUTHENTICATED on this 23rd day of MARCH, 2021.

HOLLY HILL FERNDAL ST. AND MAGNOLIA AVE. DRAINAGE IMPROVEMENTS



PREPARED BY:
MEAD & HUNT
-CONSULTING ENGINEERS-
AUGUST 2018

Andrew M. Giannini, P.E.
FL Reg. No. 46601

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1. PROJECT SUMMARY
2. BACKGROUND
3. EXISTING CONDITIONS
4. PROPOSED CONDITIONS
5. STORMWATER MODEL ANALYSIS

IN TEXT FIGURES

EXHIBIT A – QUAD MAP

EXHIBIT B – AERIAL MAP

EXHIBIT C – FLOOD MAP

EXHIBIT D – SOILS MAP

APPENDICES

APPENDIX A – PRE-IMPROVEMENT STORMWATER MODEL INFORMATION

FIGURE A.1 – PRE-IMPROVEMENT DRAINAGE BASIN MAP AND NODE DIAGRAM

ICPR PRE-IMPROVEMENT INPUT REPORT, LINK MIN/MAX REPORT, NODE MIN/MAX REPORT

APPENDIX B – POST-IMPROVEMENT STORMWATER MODEL INFORMATION

FIGURE B.1 – POST-IMPROVEMENT DRAINAGE BASIN MAP AND NODE DIAGRAM

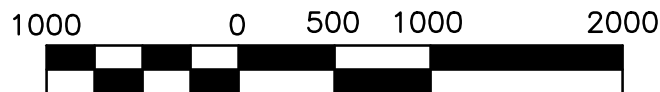
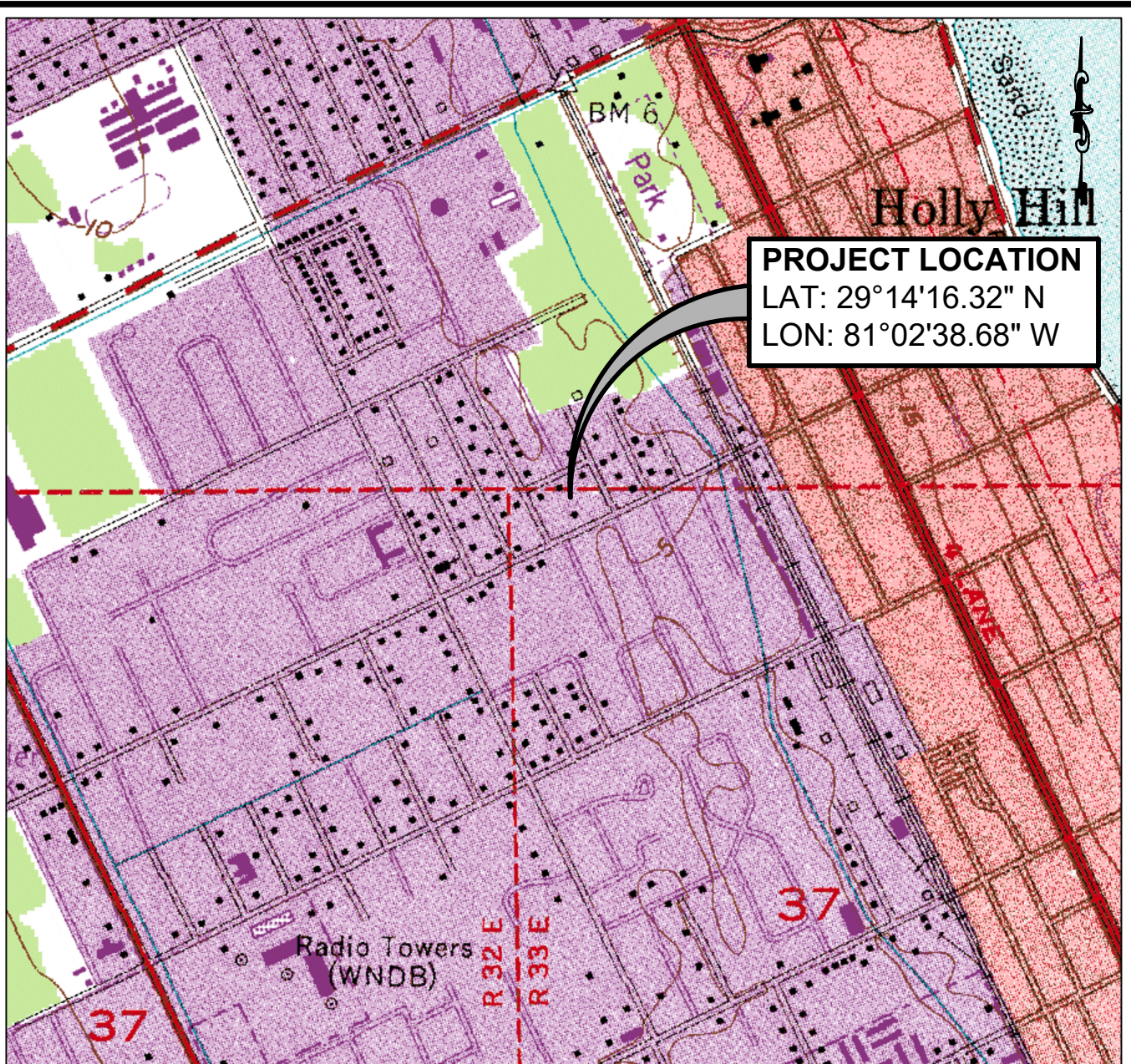
ICPR POST-IMPROVEMENT INPUT REPORT, LINK MIN/MAX REPORT, NODE MIN/MAX REPORT

1. PROJECT SUMMARY AND BACKGROUND

This report is provided in support of an Environmental Resource Permit application for the Ferndale Pond Project for the City of Holly Hill, Florida. The City has acquired a parcel of property adjacent to Ferndale Street and Magnolia Avenue. The City desires to continue addressing stormwater issues with the focus on stormwater quality by constructing an additional pond approximately a half acre in size.

This project will construct an attenuation pond to treat surface runoff from a 57-acre urban watershed comprised primarily of low-density, single-family, detached homes built in the 1960s and 1970s. Additionally, a new control structure will be added to the main stormwater trunkline along 8th Street. This control structure will have a weir included that will divert initial flows to the newly constructed pond, while allowing any excess flows to overflow the weir and continue downstream.

A map illustrating the project location in *Exhibit B*.



SCALE IN FEET

LOCATION MAP

SECTION	42	37	37
TOWNSHIP	14S	15S	15S
RANGE	32E	33E	32E

FROM HOLLY HILL, FLA.
U S C & G QUADRANGLE



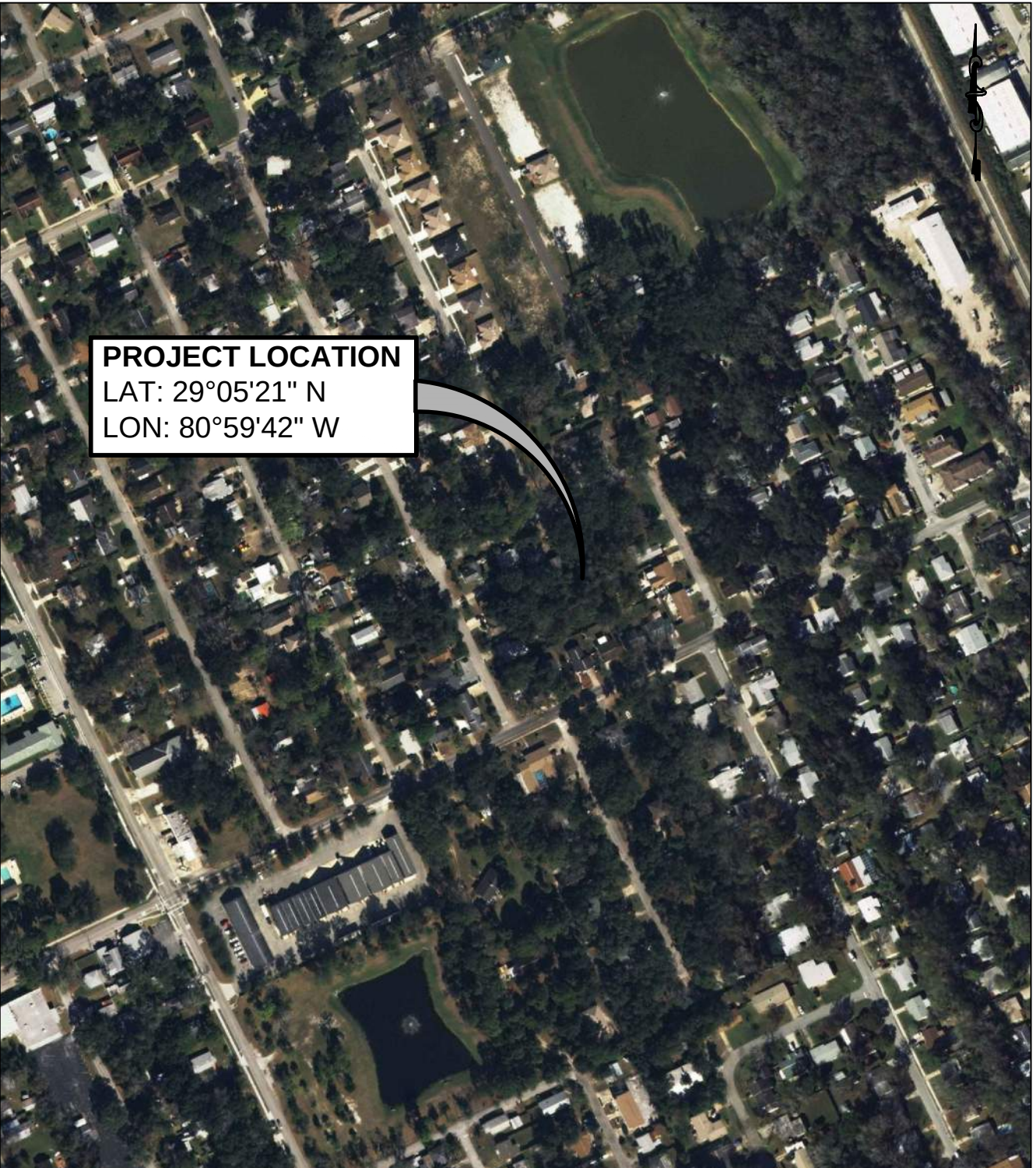
CITY OF HOLLY HILL
FERNDALE POND

CLIENT PROJECT #
1000710-171316.01
07/23/2018

QUAD MAP

**Mead
& Hunt**

EXHIBIT A



300 0 150 300 600



SCALE IN FEET



CITY OF HOLLY HILL

FERNDALE POND

CLIENT PROJECT #
1000710-171316.01
07/23/2018

AERIAL MAP

**Mead
& Hunt**

EXHIBIT B

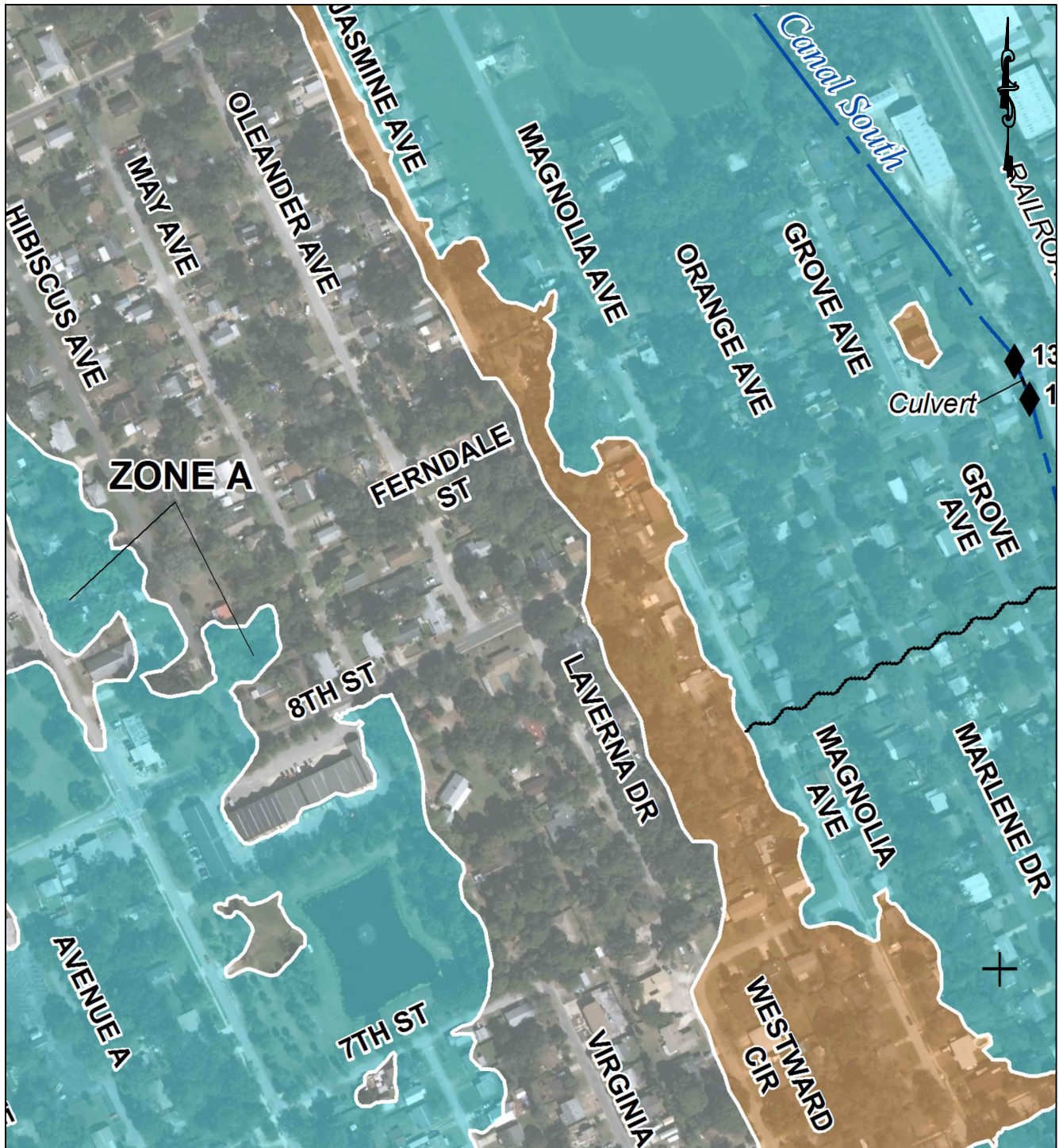
2. EXISTING CONDITIONS

The overall Ferndale Street and Magnolia Avenue area watershed consists of mostly quarter acre residential development constructed throughout the early 1960s and 70s with no Stormwater treatment capacity. The subject watershed currently discharges stormwater runoff to LPGA Canal and ultimately to the Halifax River.

The watershed was modeled in ICPR 3.3 for the subject project. The watershed is approximately 57 acres. The ground elevation ranges from a high of approximately nine (9) feet along Center Avenue to a low of four (3) feet or less along 8th Street before discharging to the LPGA canal.

See Pre-Improvement Drainage Basin Map, *Figure A.1* in **Appendix A**. A general overall location map of the area is also shown on the Quad Map, *Exhibit A* on the following page.

The project area lies within the FEMA flood zone of “AE” and zone “X” as shown on *Exhibit C*. A general Soils Map, *Exhibit D*, is shown after the next page.



FEMA FIRM COMMUNITY PANEL
NUMBER 12127C0356J
EFFECTIVE DATE: SEPT. 29, 2017

300 0 150 300 600
SCALE IN FEET



CITY OF HOLLY HILL

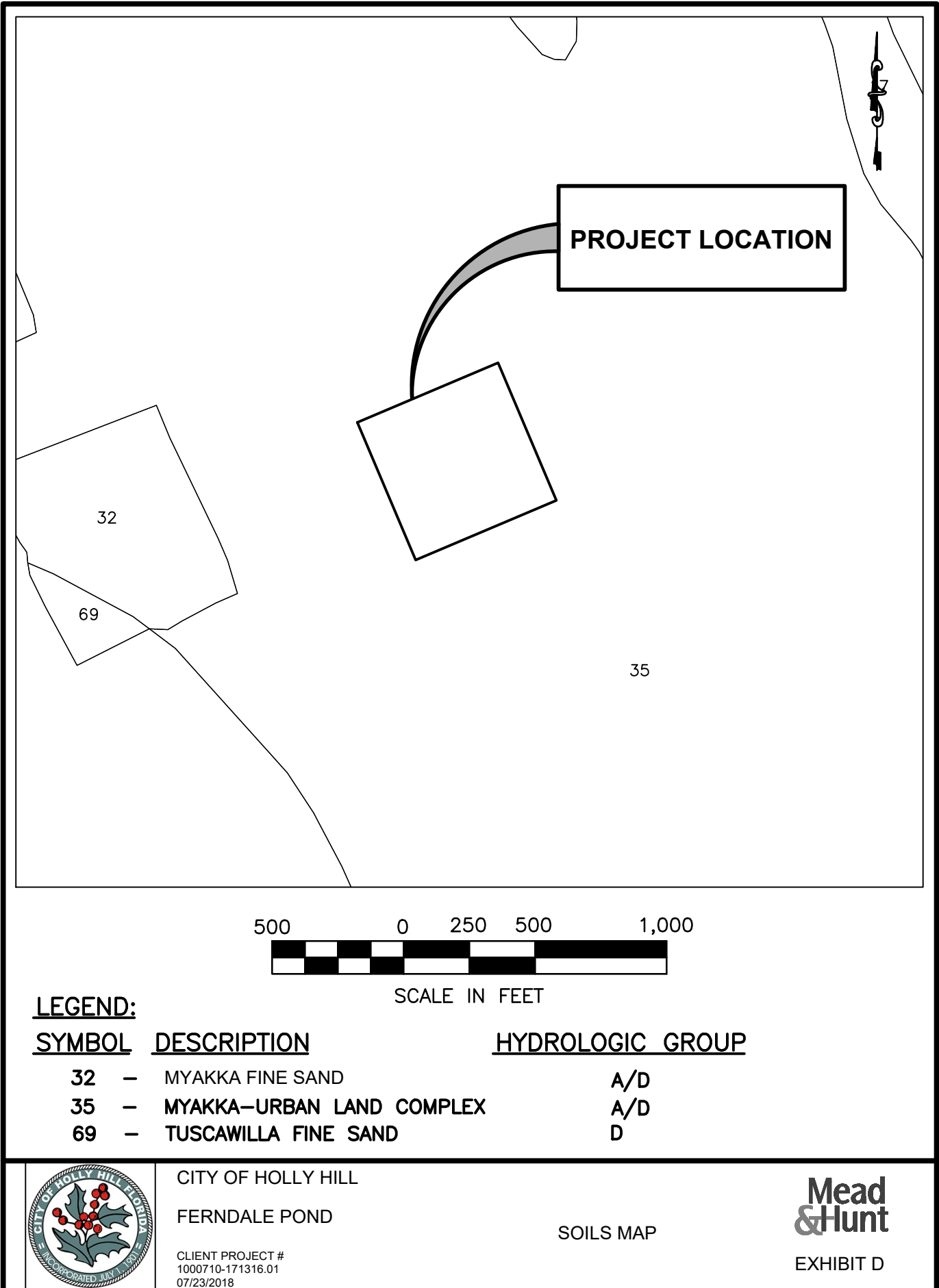
FERNDALE POND

CLIENT PROJECT #
1000710-171316.01
07/23/2018

FLOOD MAP

**Mead
& Hunt**

EXHIBIT C



3. PROPOSED CONDITIONS

The proposed improvements include the construction of a wet detention pond and connection with storm sewer pipe along 8th street, near Magnolia Avenue. The connecting pipe to the pond is proposed to divert flow away from the 8th Street system and into the new pond. A control structure will be installed along 8th street with a weir sized to divert the initial runoff to the pond. The wet pond will satisfy first flush conditions. The control structure will have a weir designed to send initial flows to the new pond while allowing excess storm events to overflow the weir and bypass the pond.

Additional flows will be collected from Magnolia Street and diverted to the pond from a proposed 18 inch storm pipe. See the modeling results in Appendix 'A' & 'B'.

4. STORMWATER MODEL ANALYSIS

Pre-improvement and Post-Improvement stormwater models were generated for review of the existing and proposed drainage conditions. The software "ICPR" was utilized to create virtual hydrographic and hydrologic models of the watershed and drainage conveyance systems of the project study area. The model input and output results are located in **Appendix A** and **Appendix B**.

There is one receiving node labeled "Outfall" that represents the sum of the discharge from the watershed in the model. The model results in the following tables show that the maximum stages reached in post improved conditions are less than in the pre-improvement model. Also, the post-improvement peak discharge rate leaving the watershed (inflow to nodes "Outfall") is less than pre-improvement conditions (see the following table).

Holly Hill
Ferndale St. and Magnolia Ave. Drainage Improvements
Summary of Modeling Results

Storm Event	Peak Stage in Pond (Node 5)		Peak Discharge to Node 'Outfall"	
	Pre	Post	Pre	Post
Mean Annual	4.55	4.51	10.29	10.26
25-Year / 24 Hour	5.61	5.59	11.3	11.3

WATER QUALITY TREATMENT

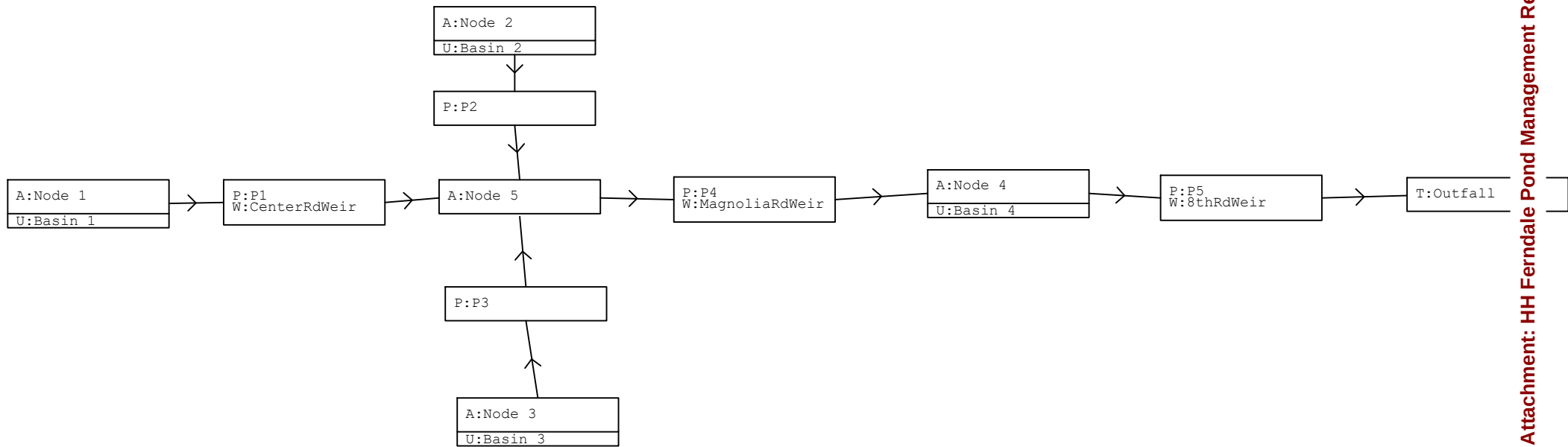
The proposed wet detention pond will increase water quality treatment for the watershed. The new pond will provide 1.52 ac-ft of treatment volume and 3.46 ac-ft of permanent pool volume.

Residence time and permanent pool volume computations demonstrate that a 9 to 10 day residence time will be provided (refer to **Appendix C** for the stage-storage computations, the water quality treatment volume provided, and the residence time and permanent pool volume calculations).

APPENDIX A

PRE-IMPROVEMENT STORMWATER MODEL INFORMATION

Attachment: HH Ferndale Pond Management Report (1) (2021-R-24 : Sale of City Owned Property on Ferndale Street)



CITY OF HOLLY HILL
 FERNDAL ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - INPUT REPORT

=====

Basins

Name: Basin 1 Node: Node 1 Status: Onsite
 Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323 Peaking Factor: 323.0
 Rainfall File: Storm Duration(hrs): 0.00
 Rainfall Amount (in): 0.000 Time of Conc(min): 22.00
 Area(ac): 27.080 Time Shift(hrs): 0.00
 Curve Number: 85.00 Max Allowable Q(cfs): 999999.000
 DCIA(%): 0.00

Name: Basin 2 Node: Node 2 Status: Onsite
 Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323 Peaking Factor: 323.0
 Rainfall File: Storm Duration(hrs): 0.00
 Rainfall Amount (in): 0.000 Time of Conc(min): 18.00
 Area(ac): 8.550 Time Shift(hrs): 0.00
 Curve Number: 85.00 Max Allowable Q(cfs): 999999.000
 DCIA(%): 0.00

Name: Basin 3 Node: Node 3 Status: Onsite
 Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323 Peaking Factor: 323.0
 Rainfall File: Storm Duration(hrs): 0.00
 Rainfall Amount (in): 0.000 Time of Conc(min): 12.00
 Area(ac): 7.320 Time Shift(hrs): 0.00
 Curve Number: 86.00 Max Allowable Q(cfs): 999999.000
 DCIA(%): 0.00

Name: Basin 4 Node: Node 4 Status: Onsite
 Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323 Peaking Factor: 323.0
 Rainfall File: Storm Duration(hrs): 0.00
 Rainfall Amount (in): 0.000 Time of Conc(min): 30.00
 Area(ac): 12.640 Time Shift(hrs): 0.00
 Curve Number: 86.00 Max Allowable Q(cfs): 999999.000
 DCIA(%): 0.00

=====

Nodes

Name: Node 1 Base Flow(cfs): 0.000 Init Stage(ft): 1.500
 Group: BASE Warn Stage(ft): 6.500
 Type: Stage/Area

Intersection of 8th Street and Center Avenue

Stage(ft)	Area(ac)
0.000	0.0100
2.900	0.0100
3.000	1.1200
7.000	4.5600
9.000	20.6700
11.000	27.0800

Name: Node 2 Base Flow(cfs): 0.000 Init Stage(ft): 1.500
 Group: BASE Warn Stage(ft): 4.500
 Type: Stage/Area

Ferndale Street

Stage(ft)	Area(ac)
-----------	----------

PERPARED BY:
 MEAD & HUNT
 CONSULTING ENGINEERS
 07/2018

CITY OF HOLLY HILL
 FERNDALE ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - INPUT REPORT

0.000	0.0100
4.000	0.1000
5.000	3.2400
7.000	5.4300
10.000	7.0800

Name: Node 3	Base Flow(cfs): 0.000	Init Stage(ft): 1.500
Group: BASE		Warn Stage(ft): 4.500
Type: Stage/Area		

Magnolia Avenue. South of 8th Street

Stage(ft)	Area(ac)
0.000	0.0100
4.000	0.1000
6.000	5.9300
10.000	7.3200

Name: Node 4	Base Flow(cfs): 0.000	Init Stage(ft): 1.500
Group: BASE		Warn Stage(ft): 3.500
Type: Stage/Area		

Intersection of 8th and Marlene Drive

Stage(ft)	Area(ac)
0.000	0.0100
2.900	0.0100
3.000	1.2300
4.000	11.9400
6.000	12.6400

Name: Node 5	Base Flow(cfs): 0.000	Init Stage(ft): 1.500
Group: BASE		Warn Stage(ft): 5.200
Type: Stage/Area		

Intersection of 8th Street and Magnolia Avenue

Stage(ft)	Area(ac)
-1.000	0.0100
4.860	0.0100
5.000	0.5000
6.000	1.0000

Name: Outfall	Base Flow(cfs): 0.000	Init Stage(ft): 1.500
Group: BASE		Warn Stage(ft): 2.500
Type: Time/Stage		

Time(hrs)	Stage(ft)
0.00	1.500
12.00	1.500
24.00	1.500
36.00	1.500

==== Pipes =====

Name: P1	From Node: Node 1	Length(ft): 1210.00
Group: BASE	To Node: Node 5	Count: 1
		Friction Equation: Automatic
		Solution Algorithm: Most Restrictive
		Flow: Both
Geometry: Circular	Circular	
Span(in): 18.00	18.00	Entrance Loss Coef: 0.00
Rise(in): 18.00	18.00	Exit Loss Coef: 0.50
Invert(ft): 5.000	0.020	Bend Loss Coef: 0.00
Manning's N: 0.015000	0.015000	Outlet Ctrl Spec: Use dc or tw
Top Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc
Bot Clip(in): 0.000	0.000	Stabilizer Option: None

Upstream FHWA Inlet Edge Description:

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CITY OF HOLLY HILL
 FERNDAL ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - INPUT REPORT

Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

```

-----
      Name: P2                From Node: Node 2          Length(ft): 365.00
      Group: BASE              To Node: Node 5            Count: 1
                                Friction Equation: Automatic
                                Solution Algorithm: Most Restrictive
                                Flow: Both
      UPSTREAM                DOWNSTREAM
      Geometry: Circular      Circular
      Span(in): 15.00         15.00
      Rise(in): 15.00         15.00
      Invert(ft): 1.770       2.650
      Manning's N: 0.015000   0.015000
      Top Clip(in): 0.000     0.000
      Bot Clip(in): 0.000     0.000
                                Entrance Loss Coef: 0.00
                                Exit Loss Coef: 0.50
                                Bend Loss Coef: 0.00
                                Outlet Ctrl Spec: Use dc or tw
                                Inlet Ctrl Spec: Use dc
                                Stabilizer Option: None
  
```

Upstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

```

-----
      Name: P3                From Node: Node 3          Length(ft): 460.00
      Group: BASE              To Node: Node 5            Count: 1
                                Friction Equation: Automatic
                                Solution Algorithm: Most Restrictive
                                Flow: Both
      UPSTREAM                DOWNSTREAM
      Geometry: Circular      Circular
      Span(in): 15.00         15.00
      Rise(in): 15.00         15.00
      Invert(ft): 2.080       3.370
      Manning's N: 0.015000   0.015000
      Top Clip(in): 0.000     0.000
      Bot Clip(in): 0.000     0.000
                                Entrance Loss Coef: 0.00
                                Exit Loss Coef: 0.50
                                Bend Loss Coef: 0.00
                                Outlet Ctrl Spec: Use dc or tw
                                Inlet Ctrl Spec: Use dc
                                Stabilizer Option: None
  
```

Upstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

```

-----
      Name: P4                From Node: Node 5          Length(ft): 730.00
      Group: BASE              To Node: Node 4            Count: 1
                                Friction Equation: Automatic
                                Solution Algorithm: Most Restrictive
                                Flow: Both
      UPSTREAM                DOWNSTREAM
      Geometry: Circular      Circular
      Span(in): 18.00         18.00
      Rise(in): 18.00         18.00
      Invert(ft): 2.600       0.500
      Manning's N: 0.015000   0.015000
      Top Clip(in): 0.000     0.000
      Bot Clip(in): 0.000     0.000
                                Entrance Loss Coef: 0.00
                                Exit Loss Coef: 0.50
                                Bend Loss Coef: 0.00
                                Outlet Ctrl Spec: Use dc or tw
                                Inlet Ctrl Spec: Use dc
                                Stabilizer Option: None
  
```

Upstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

```

-----
      Name: P5                From Node: Node 4          Length(ft): 100.00
      Group: BASE              To Node: Outfall           Count: 1
                                Friction Equation: Automatic
                                Solution Algorithm: Most Restrictive
                                Flow: Both
      UPSTREAM                DOWNSTREAM
      Geometry: Circular      Circular
      Span(in): 18.00         18.00
                                Entrance Loss Coef: 0.00
  
```

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 FERNDAL ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - INPUT REPORT

Rise(in): 18.00	18.00	Exit Loss Coef: 1.00
Invert(ft): 0.500	-0.500	Bend Loss Coef: 0.00
Manning's N: 0.015000	0.015000	Outlet Ctrl Spec: Use dc or tw
Top Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc
Bot Clip(in): 0.000	0.000	Stabilizer Option: None

Upstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

==== Weirs =====

Name: 8thRdWeir From Node: Node 4
 Group: BASE To Node: Outfall
 Flow: Both Count: 1
 Type: Vertical: Paved Geometry: Rectangular

Span(in): 240.00
 Rise(in): 9999.00
 Invert(ft): 4.000
 Control Elevation(ft): 4.000

TABLE

Bottom Clip(in): 0.000
 Top Clip(in): 0.000
 Weir Discharge Coef: 3.200
 Orifice Discharge Coef: 0.600

Name: CenterRdWeir From Node: Node 1
 Group: BASE To Node: Node 5
 Flow: Both Count: 1
 Type: Vertical: Paved Geometry: Rectangular

Span(in): 240.00
 Rise(in): 9999.00
 Invert(ft): 7.000
 Control Elevation(ft): 7.000

TABLE

Bottom Clip(in): 0.000
 Top Clip(in): 0.000
 Weir Discharge Coef: 3.200
 Orifice Discharge Coef: 0.600

Name: MagnoliaRdWeir From Node: Node 5
 Group: BASE To Node: Node 4
 Flow: Both Count: 1
 Type: Vertical: Paved Geometry: Rectangular

Span(in): 240.00
 Rise(in): 9999.00
 Invert(ft): 5.500
 Control Elevation(ft): 5.500

TABLE

Bottom Clip(in): 0.000
 Top Clip(in): 0.000
 Weir Discharge Coef: 3.200
 Orifice Discharge Coef: 0.600

==== Hydrology Simulations =====

Name: 100YR_24HR
 Filename: C:\Users\rbrinkle\Desktop\Ferndale ICPR\100YR_24HR.R32

Override Defaults: Yes
 Storm Duration(hrs): 24.00
 Rainfall File: Flmod

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 FERNDAL ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - INPUT REPORT

Rainfall Amount(in): 13.00

Time(hrs)	Print	Inc(min)
30.000		5.00

Name: 25YR_24HR
 Filename: C:\Users\rbrinkle\Desktop\Ferndale ICPR\25YR_24HR.R32

Override Defaults: Yes
 Storm Duration(hrs): 24.00
 Rainfall File: Flmod
 Rainfall Amount(in): 9.50

Time(hrs)	Print	Inc(min)
30.000		5.00

Name: Mean_24HR
 Filename: C:\Users\rbrinkle\Desktop\Ferndale ICPR\Mean_24HR.R32

Override Defaults: Yes
 Storm Duration(hrs): 24.00
 Rainfall File: Flmod
 Rainfall Amount(in): 5.00

Time(hrs)	Print	Inc(min)
30.000		5.00

==== Routing Simulations =====

Name: 100YR_24HR Hydrology Sim: 100YR_24HR
 Filename: C:\Users\rbrinkle\Desktop\Ferndale ICPR\100YR_24HR.I32

Execute: Yes Restart: No Patch: No
 Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
 Time Step Optimizer: 10.000
 Start Time(hrs): 0.000 End Time(hrs): 30.00
 Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
 Boundary Stages: Boundary Flows:

Time(hrs)	Print	Inc(min)
999.000		15.000

Group	Run
BASE	Yes

Name: 25YR_24HR Hydrology Sim: 25YR_24HR
 Filename: C:\Users\rbrinkle\Desktop\Ferndale ICPR\25YR_24HR.I32

Execute: Yes Restart: No Patch: No
 Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
 Time Step Optimizer: 10.000
 Start Time(hrs): 0.000 End Time(hrs): 30.00
 Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
 Boundary Stages: Boundary Flows:

Time(hrs)	Print	Inc(min)
999.000		15.000

Group	Run
BASE	Yes

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CITY OF HOLLY HILL
 FERNDAL ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - INPUT REPORT

Name: Mean_24HR Hydrology Sim: Mean_24HR
 Filename: C:\Users\rbrinkle\Desktop\Ferndale ICPR\Mean_24HR.I32

Execute: Yes Restart: No Patch: No
 Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
 Time Step Optimizer: 10.000
 Start Time(hrs): 0.000 End Time(hrs): 30.00
 Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
 Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
999.000	15.000

Group	Run
BASE	Yes

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CITY OF HOLLY HILL
 FERNDALE ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - NODE MIN/MAX REPORT

Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs	Max Time Outflow hrs
Node 1	BASE	25YR_24HR	15.18	7.18	6.50	0.0050	263223	12.17	113.95	15.15
Node 2	BASE	25YR_24HR	23.08	5.69	4.50	0.0045	173901	12.08	39.59	11.16
Node 3	BASE	25YR_24HR	23.78	5.64	4.50	0.0046	212501	12.08	39.07	12.06
Node 4	BASE	25YR_24HR	14.11	3.68	3.50	0.0049	370905	12.25	50.58	14.11
Node 5	BASE	25YR_24HR	17.10	5.61	5.20	0.0050	35102	13.73	7.29	17.13
Outfall	BASE	25YR_24HR	0.00	1.50	2.50	0.0000	20	14.11	11.31	0.00
Node 1	BASE	Mean_24HR	20.62	5.70	6.50	0.0050	150761	12.17	51.52	20.77
Node 2	BASE	Mean_24HR	14.68	4.80	4.50	0.0050	113478	12.08	17.84	11.99
Node 3	BASE	Mean_24HR	14.13	4.80	4.50	-0.0048	106203	12.08	18.10	12.78
Node 4	BASE	Mean_24HR	13.35	3.31	3.50	0.0050	196039	12.25	24.60	13.35
Node 5	BASE	Mean_24HR	15.75	4.55	5.20	0.0050	834	24.71	4.92	24.52
Outfall	BASE	Mean_24HR	0.00	1.50	2.50	0.0000	20	13.35	10.29	0.00

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CITY OF HOLLY HILL
 FERNDAL ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - LINK MIN/MAX REPORT

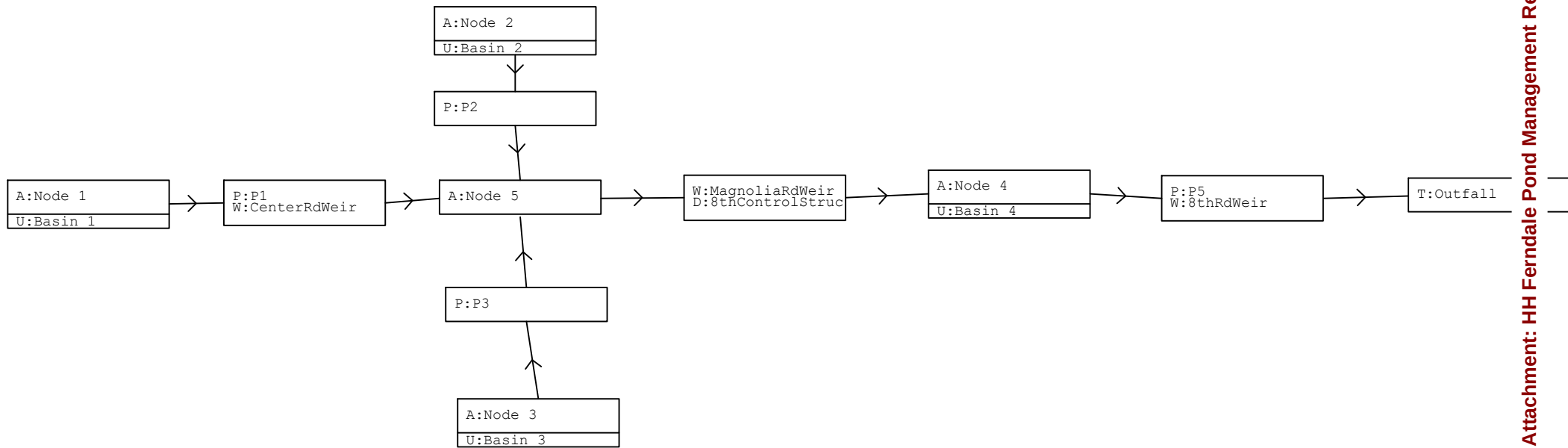
Name	Group	Simulation	Max Time Flow hrs	Max Flow cfs	Max Delta Q cfs	Max Time US Stage hrs	Max US Stage ft	Max Time DS Stage hrs	Max DS Stage ft
8thRdWeir	BASE	25YR_24HR	0.00	0.00	0.000	14.11	3.68	0.00	1.50
CenterRdWeir	BASE	25YR_24HR	15.18	5.05	0.055	15.18	7.18	17.10	5.61
MagnoliaRdWeir	BASE	25YR_24HR	17.10	2.24	0.048	17.10	5.61	14.11	3.68
P1	BASE	25YR_24HR	13.37	3.49	-0.030	15.18	7.18	17.10	5.61
P2	BASE	25YR_24HR	11.16	2.07	-0.150	23.08	5.69	17.10	5.61
P3	BASE	25YR_24HR	12.06	1.84	-0.173	23.78	5.64	17.10	5.61
P4	BASE	25YR_24HR	28.00	6.01	-0.057	17.10	5.61	14.11	3.68
P5	BASE	25YR_24HR	14.11	11.31	0.448	14.11	3.68	0.00	1.50
8thRdWeir	BASE	Mean_24HR	0.00	0.00	0.000	13.35	3.31	0.00	1.50
CenterRdWeir	BASE	Mean_24HR	0.00	0.00	0.000	20.62	5.70	15.75	4.55
MagnoliaRdWeir	BASE	Mean_24HR	0.00	0.00	0.000	15.75	4.55	13.35	3.31
P1	BASE	Mean_24HR	20.77	1.83	0.008	20.62	5.70	15.75	4.55
P2	BASE	Mean_24HR	11.99	2.10	-0.010	14.68	4.80	15.75	4.55
P3	BASE	Mean_24HR	12.78	1.62	-0.007	14.13	4.80	15.75	4.55
P4	BASE	Mean_24HR	24.52	5.04	-0.044	15.75	4.55	13.35	3.31
P5	BASE	Mean_24HR	13.35	10.29	0.542	13.35	3.31	0.00	1.50

Attachment: HH Ferndale Pond Management Report (1) (2021-R-24 : Sale of City Owned Property on Ferndale Street)

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APPENDIX B

POST-IMPROVEMENT STORMWATER MODEL INFORMATION



CITY OF HOLLY HILL
 FERNDAL ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - INPUT REPORT

=====

Basins

```

Name: Basin 1                      Node: Node 1                      Status: Onsite
Group: BASE                        Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323              Peaking Factor: 323.0
Rainfall File:                      Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000          Time of Conc(min): 22.00
Area(ac): 27.080                    Time Shift(hrs): 0.00
Curve Number: 85.00                 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

```

```

Name: Basin 2                      Node: Node 2                      Status: Onsite
Group: BASE                        Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323              Peaking Factor: 323.0
Rainfall File:                      Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000          Time of Conc(min): 18.00
Area(ac): 8.550                     Time Shift(hrs): 0.00
Curve Number: 85.00                 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

```

```

Name: Basin 3                      Node: Node 3                      Status: Onsite
Group: BASE                        Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323              Peaking Factor: 323.0
Rainfall File:                      Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000          Time of Conc(min): 12.00
Area(ac): 7.320                     Time Shift(hrs): 0.00
Curve Number: 86.00                 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

```

```

Name: Basin 4                      Node: Node 4                      Status: Onsite
Group: BASE                        Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323              Peaking Factor: 323.0
Rainfall File:                      Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000          Time of Conc(min): 30.00
Area(ac): 12.640                    Time Shift(hrs): 0.00
Curve Number: 86.00                 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

```

=====

Nodes

```

Name: Node 1                      Base Flow(cfs): 0.000          Init Stage(ft): 1.500
Group: BASE                        Warn Stage(ft): 6.500
Type: Stage/Area

```

Intersection of 8th Street and Center Avenue

Stage(ft)	Area(ac)
0.000	0.0100
2.900	0.0100
3.000	1.1200
7.000	4.5600
9.000	20.6700
11.000	27.0800

```

Name: Node 2                      Base Flow(cfs): 0.000          Init Stage(ft): 1.500
Group: BASE                        Warn Stage(ft): 4.500
Type: Stage/Area

```

Ferndale Street

Stage(ft)	Area(ac)
-----------	----------

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CITY OF HOLLY HILL
 FERNDALE ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - INPUT REPORT

0.000	0.0100
4.000	0.1000
5.000	3.2400
7.000	5.4300
10.000	7.0800

Name: Node 3	Base Flow(cfs): 0.000	Init Stage(ft): 1.500
Group: BASE		Warn Stage(ft): 4.500
Type: Stage/Area		

Magnolia Avenue. South of 8th Street

Stage(ft)	Area(ac)
0.000	0.0100
4.000	0.1000
6.000	5.9300
10.000	7.3200

Name: Node 4	Base Flow(cfs): 0.000	Init Stage(ft): 1.500
Group: BASE		Warn Stage(ft): 3.500
Type: Stage/Area		

Intersection of 8th and Marlene Drive

Stage(ft)	Area(ac)
0.000	0.0100
2.900	0.0100
3.000	1.2300
4.000	11.9400
6.000	12.6400

Name: Node 5	Base Flow(cfs): 0.000	Init Stage(ft): 1.500
Group: BASE		Warn Stage(ft): 5.200
Type: Stage/Area		

Intersection of 8th Street and Magnolia Avenue

Stage(ft)	Area(ac)
-1.000	0.0100
4.860	0.0100
5.000	0.5000
6.000	1.0000

Name: Outfall	Base Flow(cfs): 0.000	Init Stage(ft): 1.500
Group: BASE		Warn Stage(ft): 2.500
Type: Time/Stage		

Time(hrs)	Stage(ft)
0.00	1.500
12.00	1.500
24.00	1.500
36.00	1.500

==== Pipes =====

Name: P1	From Node: Node 1	Length(ft): 1210.00
Group: BASE	To Node: Node 5	Count: 1
		Friction Equation: Automatic
		Solution Algorithm: Most Restrictive
		Flow: Both
Geometry: Circular	Circular	
Span(in): 18.00	18.00	Entrance Loss Coef: 0.00
Rise(in): 18.00	18.00	Exit Loss Coef: 0.50
Invert(ft): 5.000	0.020	Bend Loss Coef: 0.00
Manning's N: 0.015000	0.015000	Outlet Ctrl Spec: Use dc or tw
Top Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc
Bot Clip(in): 0.000	0.000	Stabilizer Option: None

Upstream FHWA Inlet Edge Description:

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CITY OF HOLLY HILL
 FERNDAL ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - INPUT REPORT

Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

```

-----
      Name: P2                From Node: Node 2          Length(ft): 365.00
      Group: BASE              To Node: Node 5            Count: 1
                                Friction Equation: Automatic
                                Solution Algorithm: Most Restrictive
                                Flow: Both
      UPSTREAM                DOWNSTREAM
      Geometry: Circular      Circular
      Span(in): 15.00         15.00
      Rise(in): 15.00         15.00
      Invert(ft): 1.770       2.650
      Manning's N: 0.015000   0.015000
      Top Clip(in): 0.000     0.000
      Bot Clip(in): 0.000     0.000
                                Entrance Loss Coef: 0.00
                                Exit Loss Coef: 0.50
                                Bend Loss Coef: 0.00
                                Outlet Ctrl Spec: Use dc or tw
                                Inlet Ctrl Spec: Use dc
                                Stabilizer Option: None
  
```

Upstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

```

-----
      Name: P3                From Node: Node 3          Length(ft): 460.00
      Group: BASE              To Node: Node 5            Count: 1
                                Friction Equation: Automatic
                                Solution Algorithm: Most Restrictive
                                Flow: Both
      UPSTREAM                DOWNSTREAM
      Geometry: Circular      Circular
      Span(in): 15.00         15.00
      Rise(in): 15.00         15.00
      Invert(ft): 2.080       3.370
      Manning's N: 0.015000   0.015000
      Top Clip(in): 0.000     0.000
      Bot Clip(in): 0.000     0.000
                                Entrance Loss Coef: 0.00
                                Exit Loss Coef: 0.50
                                Bend Loss Coef: 0.00
                                Outlet Ctrl Spec: Use dc or tw
                                Inlet Ctrl Spec: Use dc
                                Stabilizer Option: None
  
```

Upstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

```

-----
      Name: P4                From Node: Node 5          Length(ft): 730.00
      Group: BASE              To Node: Node 4            Count: 1
                                Friction Equation: Automatic
                                Solution Algorithm: Most Restrictive
                                Flow: Both
      UPSTREAM                DOWNSTREAM
      Geometry: Circular      Circular
      Span(in): 18.00         18.00
      Rise(in): 18.00         18.00
      Invert(ft): 2.600       0.500
      Manning's N: 0.015000   0.015000
      Top Clip(in): 0.000     0.000
      Bot Clip(in): 0.000     0.000
                                Entrance Loss Coef: 0.00
                                Exit Loss Coef: 0.50
                                Bend Loss Coef: 0.00
                                Outlet Ctrl Spec: Use dc or tw
                                Inlet Ctrl Spec: Use dc
                                Stabilizer Option: None
  
```

Upstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

```

-----
      Name: P5                From Node: Node 4          Length(ft): 100.00
      Group: BASE              To Node: Outfall           Count: 1
                                Friction Equation: Automatic
                                Solution Algorithm: Most Restrictive
                                Flow: Both
      UPSTREAM                DOWNSTREAM
      Geometry: Circular      Circular
      Span(in): 18.00         18.00
                                Entrance Loss Coef: 0.00
  
```

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CITY OF HOLLY HILL
 FERNDAL ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - INPUT REPORT

Rise(in): 18.00	18.00	Exit Loss Coef: 1.00
Invert(ft): 0.500	-0.500	Bend Loss Coef: 0.00
Manning's N: 0.015000	0.015000	Outlet Ctrl Spec: Use dc or tw
Top Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc
Bot Clip(in): 0.000	0.000	Stabilizer Option: None

Upstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

==== Weirs =====

Name: 8thRdWeir From Node: Node 4
 Group: BASE To Node: Outfall
 Flow: Both Count: 1
 Type: Vertical: Paved Geometry: Rectangular

Span(in): 240.00
 Rise(in): 9999.00
 Invert(ft): 4.000
 Control Elevation(ft): 4.000

TABLE

Bottom Clip(in): 0.000
 Top Clip(in): 0.000
 Weir Discharge Coef: 3.200
 Orifice Discharge Coef: 0.600

Name: CenterRdWeir From Node: Node 1
 Group: BASE To Node: Node 5
 Flow: Both Count: 1
 Type: Vertical: Paved Geometry: Rectangular

Span(in): 240.00
 Rise(in): 9999.00
 Invert(ft): 7.000
 Control Elevation(ft): 7.000

TABLE

Bottom Clip(in): 0.000
 Top Clip(in): 0.000
 Weir Discharge Coef: 3.200
 Orifice Discharge Coef: 0.600

Name: MagnoliaRdWeir From Node: Node 5
 Group: BASE To Node: Node 4
 Flow: Both Count: 1
 Type: Vertical: Paved Geometry: Rectangular

Span(in): 240.00
 Rise(in): 9999.00
 Invert(ft): 5.500
 Control Elevation(ft): 5.500

TABLE

Bottom Clip(in): 0.000
 Top Clip(in): 0.000
 Weir Discharge Coef: 3.200
 Orifice Discharge Coef: 0.600

==== Hydrology Simulations =====

Name: 100YR_24HR
 Filename: C:\Users\rbrinkle\Desktop\Ferndale ICPR\100YR_24HR.R32

Override Defaults: Yes
 Storm Duration(hrs): 24.00
 Rainfall File: Flmod

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 CONSULTING ENGINEERS
 07/2018

CITY OF HOLLY HILL
 FERNDAL ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - INPUT REPORT

Rainfall Amount(in): 13.00

Time(hrs)	Print	Inc(min)
30.000		5.00

Name: 25YR_24HR
 Filename: C:\Users\rbrinkle\Desktop\Ferndale ICPR\25YR_24HR.R32

Override Defaults: Yes
 Storm Duration(hrs): 24.00
 Rainfall File: Flmod
 Rainfall Amount(in): 9.50

Time(hrs)	Print	Inc(min)
30.000		5.00

Name: Mean_24HR
 Filename: C:\Users\rbrinkle\Desktop\Ferndale ICPR\Mean_24HR.R32

Override Defaults: Yes
 Storm Duration(hrs): 24.00
 Rainfall File: Flmod
 Rainfall Amount(in): 5.00

Time(hrs)	Print	Inc(min)
30.000		5.00

==== Routing Simulations =====

Name: 100YR_24HR Hydrology Sim: 100YR_24HR
 Filename: C:\Users\rbrinkle\Desktop\Ferndale ICPR\100YR_24HR.I32

Execute: Yes Restart: No Patch: No
 Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
 Time Step Optimizer: 10.000
 Start Time(hrs): 0.000 End Time(hrs): 30.00
 Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
 Boundary Stages: Boundary Flows:

Time(hrs)	Print	Inc(min)
999.000		15.000

Group	Run
BASE	Yes

Name: 25YR_24HR Hydrology Sim: 25YR_24HR
 Filename: C:\Users\rbrinkle\Desktop\Ferndale ICPR\25YR_24HR.I32

Execute: Yes Restart: No Patch: No
 Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
 Time Step Optimizer: 10.000
 Start Time(hrs): 0.000 End Time(hrs): 30.00
 Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
 Boundary Stages: Boundary Flows:

Time(hrs)	Print	Inc(min)
999.000		15.000

Group	Run
BASE	Yes

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 07/2018

CITY OF HOLLY HILL
 FERNDAL ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - INPUT REPORT

 Name: Mean_24HR Hydrology Sim: Mean_24HR
 Filename: C:\Users\rbrinkle\Desktop\Ferndale ICPR\Mean_24HR.I32

Execute: Yes Restart: No Patch: No
 Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
 Time Step Optimizer: 10.000
 Start Time(hrs): 0.000 End Time(hrs): 30.00
 Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
 Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
999.000	15.000

Group	Run
BASE	Yes

PREPARED BY:
 MEAD & HUNT
 CONSULTING ENGINEERS
 07/2018

CITY OF HOLLY HILL
 FERNDALE ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - NODE MIN/MAX REPORT

Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs	Max Time Outflow hrs
Node 1	BASE	25YR_24HR	15.18	7.18	6.50	0.0050	263223	12.17	113.95	15.15
Node 2	BASE	25YR_24HR	23.08	5.69	4.50	0.0045	173901	12.08	39.59	11.16
Node 3	BASE	25YR_24HR	23.78	5.64	4.50	0.0046	212501	12.08	39.07	12.06
Node 4	BASE	25YR_24HR	14.11	3.68	3.50	0.0049	370905	12.25	50.58	14.11
Node 5	BASE	25YR_24HR	17.10	5.61	5.20	0.0050	35102	13.73	7.29	17.13
Outfall	BASE	25YR_24HR	0.00	1.50	2.50	0.0000	20	14.11	11.31	0.00
Node 1	BASE	Mean_24HR	20.62	5.70	6.50	0.0050	150761	12.17	51.52	20.77
Node 2	BASE	Mean_24HR	14.68	4.80	4.50	0.0050	113478	12.08	17.84	11.99
Node 3	BASE	Mean_24HR	14.13	4.80	4.50	-0.0048	106203	12.08	18.10	12.78
Node 4	BASE	Mean_24HR	13.35	3.31	3.50	0.0050	196039	12.25	24.60	13.35
Node 5	BASE	Mean_24HR	15.75	4.55	5.20	0.0050	834	24.71	4.92	24.52
Outfall	BASE	Mean_24HR	0.00	1.50	2.50	0.0000	20	13.35	10.29	0.00

Attachment: HH Ferndale Pond Management Report (1) (2021-R-24 : Sale of City Owned Property on Ferndale Street)

PERPARED BY:
 MEAD & HUNT
 CONSULTING ENGINEERS
 07/2018

CITY OF HOLLY HILL
 FERNDAL ST & MAGNOLIA AVE DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS - LINK MIN/MAX REPORT

Name	Group	Simulation	Max Time Flow hrs	Max Flow cfs	Max Delta Q cfs	Max Time US Stage hrs	Max US Stage ft	Max Time DS Stage hrs	Max DS Stage ft
8thRdWeir	BASE	25YR_24HR	0.00	0.00	0.000	14.11	3.68	0.00	1.50
CenterRdWeir	BASE	25YR_24HR	15.18	5.05	0.055	15.18	7.18	17.10	5.61
MagnoliaRdWeir	BASE	25YR_24HR	17.10	2.24	0.048	17.10	5.61	14.11	3.68
P1	BASE	25YR_24HR	13.37	3.49	-0.030	15.18	7.18	17.10	5.61
P2	BASE	25YR_24HR	11.16	2.07	-0.150	23.08	5.69	17.10	5.61
P3	BASE	25YR_24HR	12.06	1.84	-0.173	23.78	5.64	17.10	5.61
P4	BASE	25YR_24HR	28.00	6.01	-0.057	17.10	5.61	14.11	3.68
P5	BASE	25YR_24HR	14.11	11.31	0.448	14.11	3.68	0.00	1.50
8thRdWeir	BASE	Mean_24HR	0.00	0.00	0.000	13.35	3.31	0.00	1.50
CenterRdWeir	BASE	Mean_24HR	0.00	0.00	0.000	20.62	5.70	15.75	4.55
MagnoliaRdWeir	BASE	Mean_24HR	0.00	0.00	0.000	15.75	4.55	13.35	3.31
P1	BASE	Mean_24HR	20.77	1.83	0.008	20.62	5.70	15.75	4.55
P2	BASE	Mean_24HR	11.99	2.10	-0.010	14.68	4.80	15.75	4.55
P3	BASE	Mean_24HR	12.78	1.62	-0.007	14.13	4.80	15.75	4.55
P4	BASE	Mean_24HR	24.52	5.04	-0.044	15.75	4.55	13.35	3.31
P5	BASE	Mean_24HR	13.35	10.29	0.542	13.35	3.31	0.00	1.50

Attachment: HH Ferndale Pond Management Report (1) (2021-R-24 : Sale of City Owned Property on Ferndale Street)

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APPENDIX C

POND TREATMENT VOLUME, PERMANENT POOL VOLUME CALCULATIONS

VOLUME REQUIREMENTS FOR WET DETENTION STORAGE
CITY OF HOLLY HILL - FERNDALE AND MAGNOLIA AVE DRAINAGE IMPROVEMENTS

INPUT

Contributing Area =

1/4 ac Residential)

43.00 ac

Total

43.00 ac

Impervious area (1/4 ac resid = 38% impervious) =

16.34 ac

a) 1" over the Drainage Basin

Volume = 26.48 ac * 1 inch/12 inches/ft =

3.58 ac-ft

or

2.5" over impervious area

b) Volume = 8.80 ac * 2.5/12 inches/ft =

3.40 ac-ft

Required Treatment Volume = the greater of a or b =

3.58 ac-ft

TREATMENT VOLUMES PROVIDED:

ELEV.	AREA(sf)	AREA(ac)	VOLUME(cf)	VOLUME(ac-ft)	REMARKS
-6	2200	0.05			
-1.0	6,186	0.14	-		
2.0	35,460	0.81	150,640	3.46	NWT
3.50	52,650	1.21	66,083	1.52	WEIR
3.00	46,920	1.08	106,212	2.44	
4.00	32,769	0.75	97,386	2.24	
5.00	18,617	0.43	74,409	1.71	
6.0	32,360	0.74	134,911	3.10	

Volume Provided =

1.52 ac-ft OR 0.86 inches over basin
 66,083 cf

Vd > Vr

1/2Vr =

33,041

SIZE MINIMUM PERMANENT POOL VOLUME

Wet Season = 153 days
 Residence Time(RT) = 21 days (no littoral zone)
 Rainfall for site(R) = 32 inches

<u>Compute Runoff Coefficient</u>	<u>Area</u>	<u>C</u>
Impervious Area	16.34 ac	0.95
Grass area	26.66 ac	0.20
Woods Area	ac	0.15
Total Area	<u>43 ac</u>	

Runoff Coefficient = (sum of product x C) / (total area) = 0.49

MINIMUM PERMANENT POOL VOLUME REQUIRED (PPV_{reqd})

PPV_{reqd} = Area x C x R x RT / (wet season days x 12in/ft) = 7.633 ac-ft

CHECK PPV FROM WET DETENTION

ELEV.	AREA(sf)	AREA(ac)	VOLUME(cf)	VOLUME(ac-ft)	REMARKS
-6.0	2,200	0.051			
2.0	35,460	0.814	150,640	3.46	ORIFICE

Provided PPV = 3.46 ac-ft OK > 2.385 ac-ft

CHECK MEAN DEPTH OF POND

MD = PPV / Pond Surface Area = 3.46 / 0.714
 MD = 4.2 Pond depth provided is OK (2ft < MD < 8ft)

CITY OF PORT ORANGE-SOUTHPORT POND - PROPOSED SYSTEM **SIZE ORIFICE FOR DRAWDOWN**

Size orifice to drawdown one-half the treatment volume in 27 hours(t)

$$Q = \text{Treatment Volume (Vr2)} / 2t * 3600 = 0.340 \text{ cfs}$$

$$\text{Known: Initial water elev.} = 2.0 \text{ ft}$$

$$C = 0.6$$

$$g = 32.2$$

$$1/2 \text{ treatmnt vol. (Vr2/2)} = 33,041 \text{ cf @ elev.} = 2.7$$

$$\text{weir elev.} = 3.50$$

From Eqn. 29.7, find h

$$h = (h_1 + h_2) / 2 \text{ where } h_1 = \text{weir elev To water surface}$$

$$\text{and } h_2 = 1/2 \text{ treatmnt vol. lvl to water surface}$$

$$h_1 = 3.50 - 2.00 = 1.50$$

$$2.0 - 0.7 = 1.3$$

$$h = 1.4$$

$$\begin{aligned} \text{Area of orifice} &= Q / C(2gh)^{.5} = 0.060 \text{ ft}^2 \\ &= 8.59 \text{ in}^2 \end{aligned}$$

$$\text{Diameter} = 3.308 \text{ in}$$

Use 3.3 inch

CHECK RATIO OF LENGTH TO WIDTH

$$\text{Length} = 600 \text{ ft (avg length)}$$

$$\text{Width} = 300 \text{ ft (avg width)}$$

$$\begin{aligned} \text{Ratio of Length to width} &= 2.00 \\ (\text{OK} > 2) \end{aligned}$$

	A	B	C	D	E	F	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	
1	PROJECT CLIENT: CITY OF HOLLY HILL																				
2	PROJECT NUMBER:																				
3	PROJECT TITLE: FERNDAL AND MAGNOLIA AVE DRAINAGE IMPROVEMENTS																				
4	DATE: August 1, 2018																				
5	TOTAL PROJECT AREA: Ac.																				
6	ANNUAL RAINFALL AMOUNT (IN.): In.																				
7																					
	BASIN	LAND USE CATEGORY	AREA (Ac.)	SOIL TYPE	CN *	ANNUAL RUNOFF PER LAND USE (in.) **	TN LOADING RATE (kg/ac.-yr) ***	TP LOADING RATE (kg/ac.-yr) ***	BOD LOADING RATE (kg/ac.-yr) ***	TSS LOADING RATE (kg/ac.-yr) ***	COPPER LOADING RATE (kg/ac.-yr) ***	LEAD LOADING RATE (kg/ac.-yr) ***	ZINC LOADING RATE (kg/ac.-yr) ***	TN POTENTIAL LOADING (kg/yr)	TP POTENTIAL LOADING (kg/yr)	BOD POTENTIAL LOADING (kg/yr)	TSS POTENTIAL LOADING (kg/yr)	COPPER POTENTIAL LOADING (kg/yr)	LEAD POTENTIAL LOADING (kg/yr)	ZINC POTENTIAL LOADING (kg/yr)	
8																					
9	A1	Low-Density Residential	43.00	C	80	0.13	0.02	0.00	0.06	0.30	0.000	0.000	0.000	0.89	0.11	2.60	12.71	0.00	0.00	0.02	
10																					
11																					
12																					
13																					
14																					
15																					
16																					
17																					
18	TOTAL BASIN AREA: 43.00										TOTAL MASS LOADS:			0.89 (TN)	0.11 (TP)	2.60 (BOD)	12.71 (TSS)	0.00 (COPPER)	0.00 (LEAD)	0.02 (ZINC)	
19																					
20																					
21	*CN - NRCS Land Use Curve Number																				
22	**NRCS Runoff Equation - Q (in.) = (P-0.25) ² / (P+0.8S), Where S=(1,000/CN-10) & (P=Annual Rainfall Amount)																				
23	***Converted Runoff to Loading Rate (kg/ac.-yr) = (# in. / 12in./ft.) * 43,560 ft./Ac. * 28.3168 L/cf * EMC (mg/L) / 1,000,000 kg/mg																				
24																					

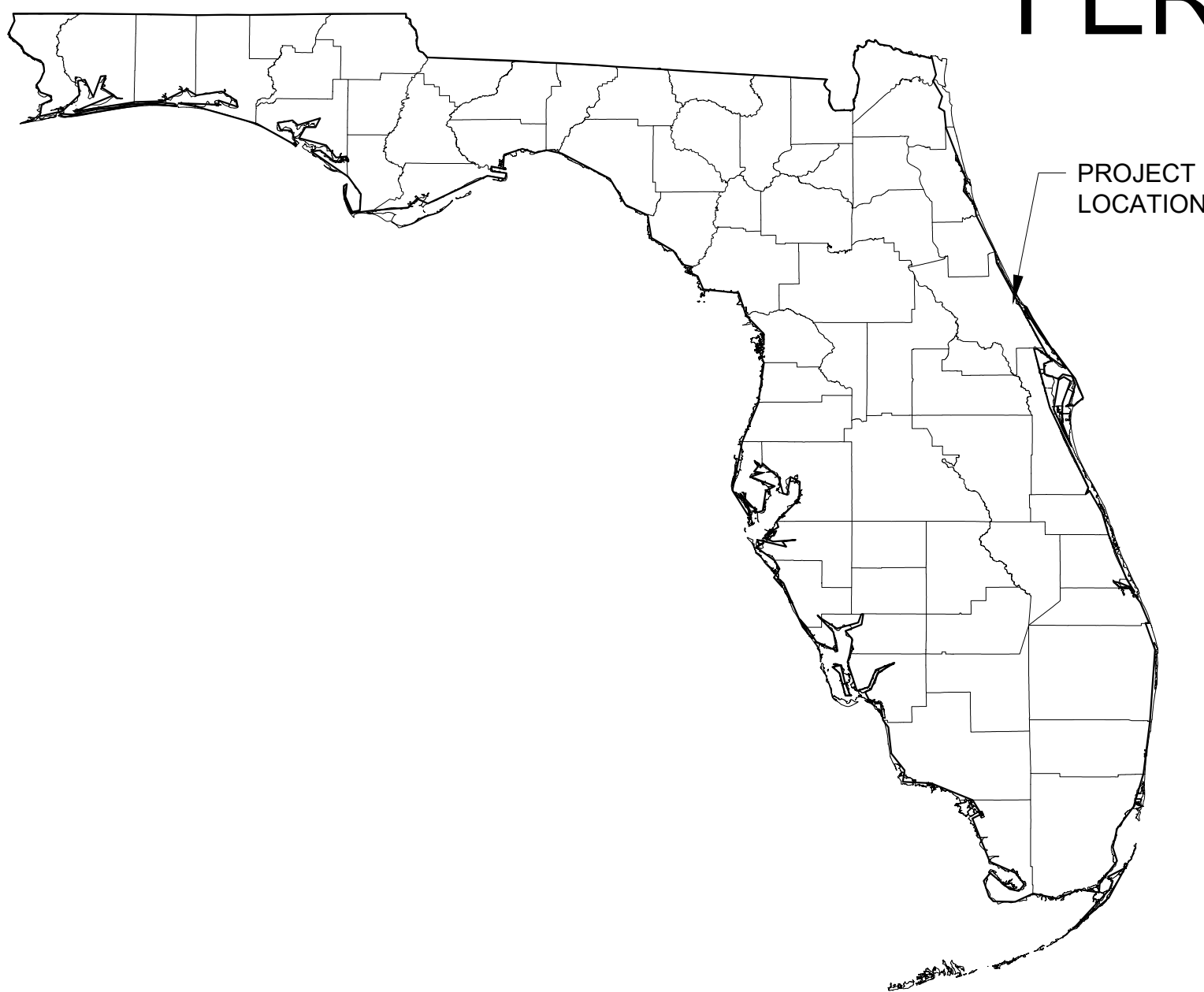
CITY OF HOLLY HILL, FLORIDA

FERNDALE STREET & MAGNOLIA AVENUE

DRAINAGE IMPROVEMENTS

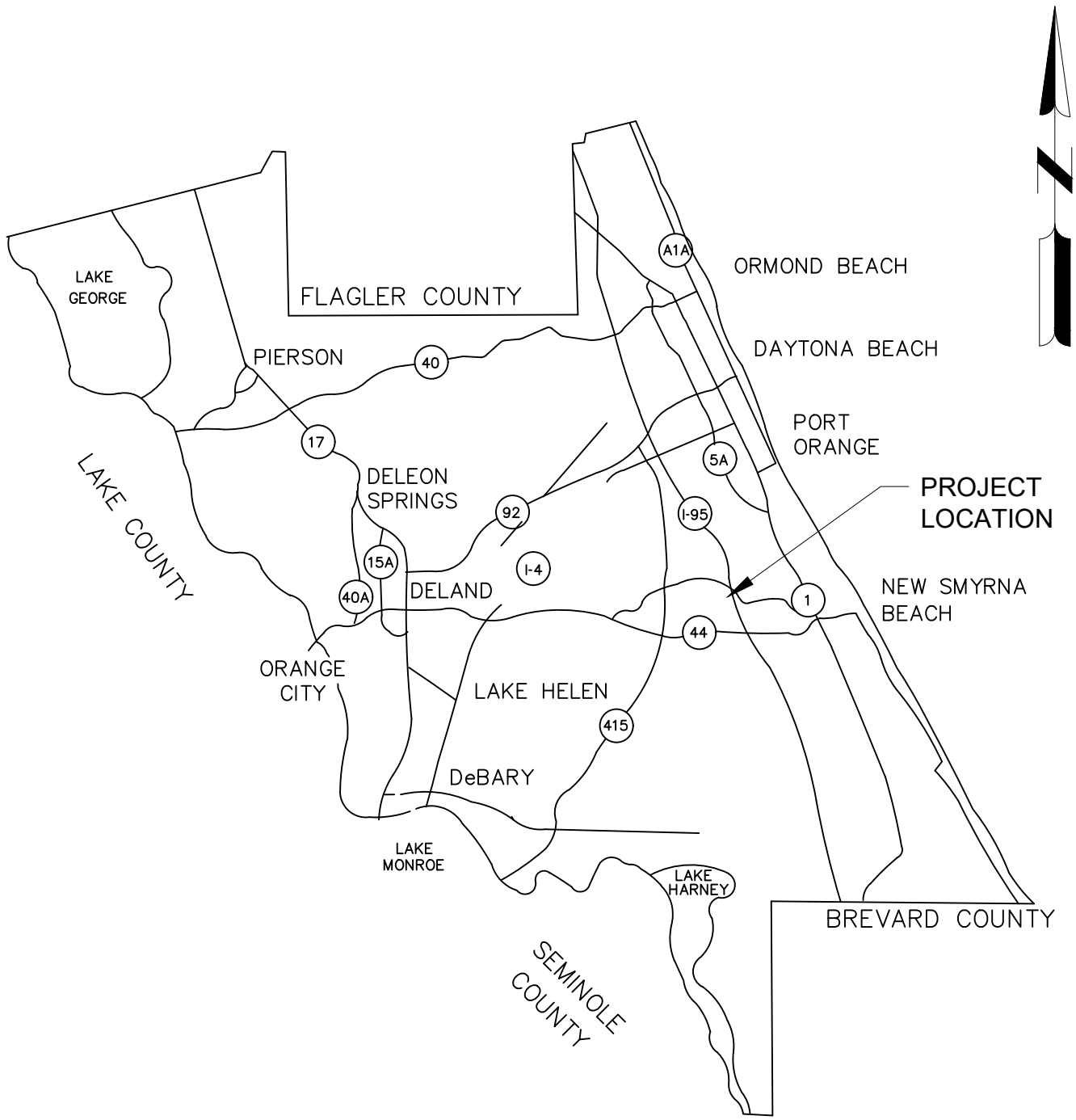
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AUGUST, 01 2018

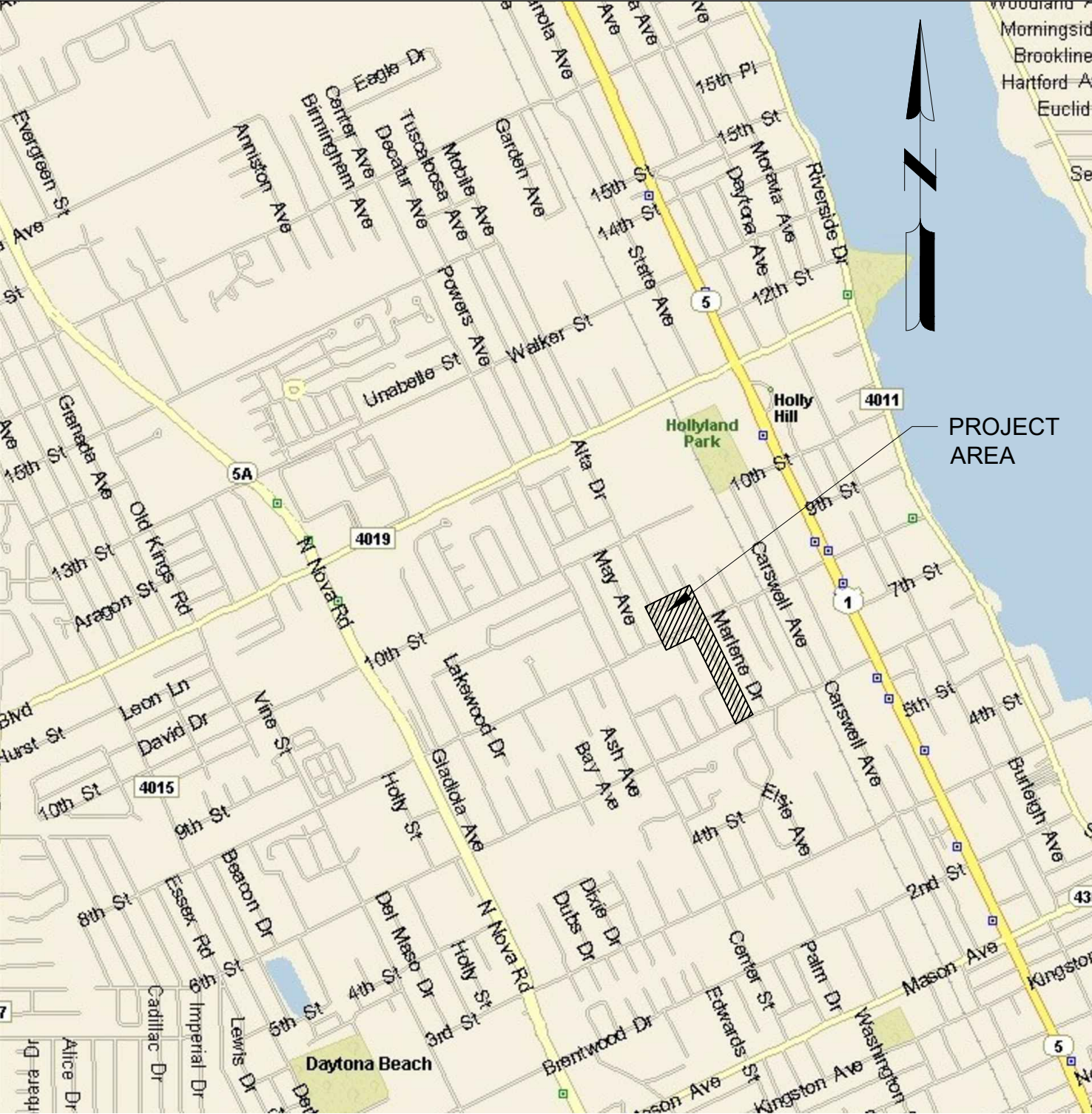


VOLUSIA COUNTY, FLORIDA

VICINITY MAP



LOCATION MAP



SECTION 37, TOWNSHIP 15 SOUTH, RANGE 33 EAST &
SECTION 42, TOWNSHIP 14 SOUTH, RANGE 32 EAST

SHEET INDEX

Sheet Number	Sheet Title
G-001	COVER SHEET
C-001	KEY MAP AND NOTES
C-101	OVERALL PLAN
C-111	STORMWATER POLLUTION PRVENTION PLAN
C-120	POND PLAN & PROFILE
C-121	PLAN & PROFILE
C-122	PLAN & PROFILE
C-123	PLAN & PROFILE
C-124	PLAN & PROFILE
C-501	GENERAL DETAILS
C-502	GENERAL DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION

ENGINEER OF RECORD: ANDREW M. GIANNINI, P.E.
P.E. NO.: 46601
CITY OF HOLLY HILL PROJECT MANAGER: WALT SMYSER

Mead & Hunt

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FL Cert. #26730



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CITY OF HOLLY HILL
FERNDALE ST & MAGNOLIA AVE
DRAINAGE IMPROVEMENTS

HOLLY HILL, FL 32117

ISSUED

NOT FOR CONSTRUCTION

M&H NO.: 1000710-171316.01
DATE: JULY 31, 2018
DESIGNED BY: AMG
DRAWN BY: ADK - SEM
CHECKED BY: ----
DO NOT SCALE DRAWINGS

SHEET CONTENTS
COVER SHEET

SHEET NO.

G-001



Know what's below.
Call before you dig.

STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES

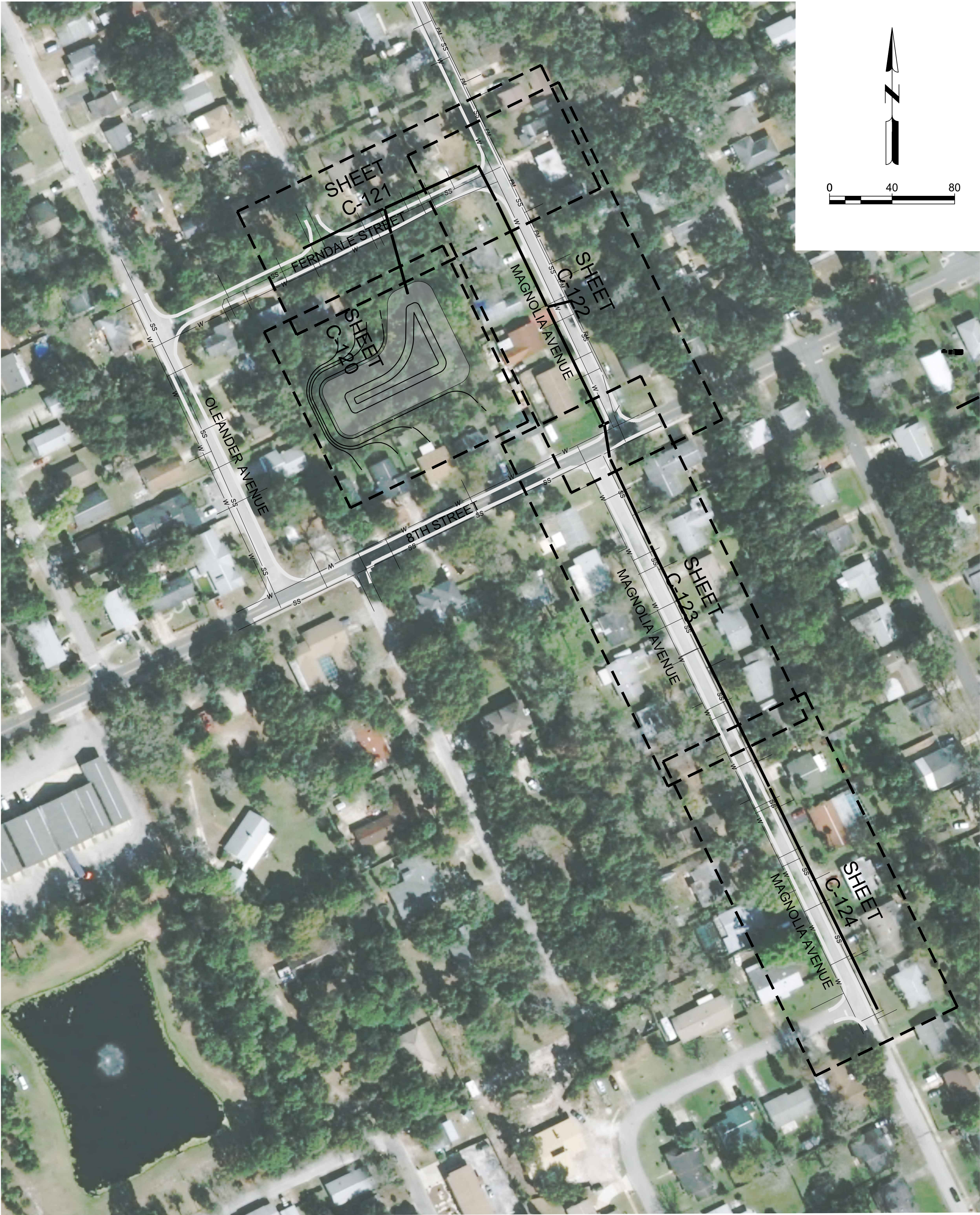
1. ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).
2. ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF CLASS III REINFORCED CONCRETE PIPE. OUTSIDE OF ROADWAY EASEMENTS AND R.O.W., PIPE MAY BE MADE OF ALTERNATE MATERIALS INCLUDING:

a. SMOOTH INNER WALL HIGH DENSITY POLYETHYLENE (HDPE) IN ACCORDANCE WITH AASHTO M-294, AASHTO MP7, ASTM D3350 AND ASTM D2412 FOR SIZES UP TO 42" IN DIAMETER OR

b. PVC IN ACCORDANCE WITH THE PROVISION NOTED IN THE "SEWER DETAILS" OF THESE SPECIFICATIONS.
3. ALL STORM SEWER PIPE JOINTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE ENTIRELY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 24" OVERLAP SECURED WITH PLASTIC OR STAINLESS BANDS. GASKETS ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. THIS PRACTICE IS ENCOURAGED ON PRIVATE SITES ADDITIONALLY. ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
4. DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 1 FOOT. DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS.
5. ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF 15" DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MINIMUM OF A 25 YEAR STORM OF 24 HOUR DURATION. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDING THAT MAINTENANCE SHALL BE PERFORMED BY THE OWNER.
6. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN COMPLIANCE WITH ASTM C-478 AND SHALL HAVE 8" THICK WALLS. 6" THICK WALLS MAY BE PERMITTED PROVIDING THAT THE PLANS SPECIFY INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IN ADDITION, THIS REQUIREMENT MUST BE REFLECTED ON BOTH THE SHOP DRAWING AND AS-BUILT PLANS.
7. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF WITHOUT IMPEDING THE FLOW OF TRAFFIC. FOR ROADWAY SECTIONS WITH DESIGN SPEEDS OF 45 MPH AND LESS AND WITHOUT FULL WIDTH SHOULDERS, SPREAD RESULTING FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR SHALL NOT EXCEED ONE-HALF OF THE TRAVEL LANE ADJACENT TO THE GUTTER. FOR SITE PLANS, INLET SPACING SHALL BE DESIGNED TO ACCEPT ONE HUNDRED (100) PERCENT OF THE RUNOFF FROM A RAINFALL INTENSITY OF 4" PER HOUR WITHOUT RESULTING IN PONDING OF WATER AROUND THE INLET.
8. RETENTION AREA WATER DEPTHS SHALL BE 4' MINIMUM TO 12' MAXIMUM, MEASURED FROM THE N.W.L. (NORMAL WATER LEVEL)
9. FOR CONNECTIONS BETWEEN INLETS WITH PIPING 15" IN DIAMETER AND LARGER, THE MAXIMUM DISTANCES BETWEEN INLETS AND/OR CLEAN-OUT JUNCTION BOXES SHALL BE 300 FEET. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 3 FEET PER SECOND USING A MANNING'S 'n' OF 0.012. SPACING FOR CLEAN-OUTS AND INLETS FOR SMALLER PIPING SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.
10. THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW SITE GRADING IS 3:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT STORMWATER CONVEYANCE AND TREATMENT SYSTEMS WHICH HAVE A MAXIMUM SLOPE OF 4:1 (EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE.)
11. ALL SWALES AND DITCHES SHALL HAVE A MAXIMUM PERMITTED SIDE SLOPE NOT GREATER THAN 4 TO 1 AT A MINIMUM. THE MAXIMUM PERMITTED BACKSLOPE, SHALL BE 3:1, PROVIDED THAT A 2' WIDE BERM IS INSTALLED. DESIGN CENTER LINE AND TOP-OF-BANK ELEVATIONS SHALL BE NOTED AT INTERVALS OF 100'.
12. SWALES THAT ARE NORMALLY DRY AND INTENDED FOR CONVEYANCE OF STORMWATER RUNOFF AND ARE NOT INTENDED FOR RETENTION SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH MEASURING 15 FEET. SWALED AREAS INTENDED FOR RETENTION SHALL PROVIDE APPROPRIATE EASEMENT AREAS FOR ACCESS AND MAINTENANCE MEASURED UPLAND FROM THE TOP OF BANK. AT A MINIMUM, THE SAID EASEMENT SHALL MEASURE 10 FEET IN WIDTH FROM THE TOP OF THE SWALE..

13. PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH OF 20 FEET, AND MAY BE INCREASED DEPENDING UPON THE SIZE AND DEPTH OF PIPE.
14. NORMAL ROADSIDE SWALES ARE PERMITTED TO BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
15. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
16. LAKE INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY. SKIMMERS FOR WET PONDS SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 6" BELOW THE NORMAL WATER LEVEL AND 6" ABOVE THE OVERFLOW. FOR DRY PONDS, THE SKIMMER BOTTOM SHALL BE SET 6" BELOW THE LOWEST OVERFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERFLOW. ALL SKIMMERS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS ADEQUATELY SUPPORTED TO PREVENT DEFLECTION
17. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
18. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE LAKE WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER LAKE COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE LAKE EXCAVATION.
19. ADEQUATE MAINTENANCE EASEMENTS OR RIGHTS-OF-WAY AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL LAKES AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF LAKES. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON FINAL DEVELOPMENT PLANS.
20. DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN POP-OFF DATA (OVERFLOW), BOTTOM ELEVATION, NORMAL WATER LEVELS, MEAN ANNUAL SEASONAL HIGH WATER TABLE ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100 YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE).
21. IN GENERAL, ALL RETENTION/DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DEWATERING IS NOT REQUIRED.
22. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DEWATERING PERMITS THAT MAY BE REQUIRED.
23. WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS WOULD OTHERWISE SEVER THE DRAINAGE WAY, THEN CULVERTS CROSSING RIGHTS-OF-WAY SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY. CULVERTS SHALL BE DESIGNED TO ACCOMMODATE THE FLOW FROM THE 100 YEAR - 24 HOUR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURCHARGING THE SAID ROADWAY.
24. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SJRWMD PERMIT AND THE NPDES PERMIT AT THE CONSTRUCTION SITE, AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
25. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.

STATIONING DISCLAIMER:
THE BASELINE STATIONING SHOWN ON THE PROJECT PLANS IS FOR REFERENCE AND INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED FOR PROJECT SITE SURVEY LAYOUT OR DIMENSIONING.



UTILITY INFORMATION PROVIDED TO OR COLLECTED BY QLH DURING DESIGN										
UTILITY TYPE	UTILITY COMPANY	CONTACT	PHONE	E-MAIL	PRELIMINARY PLANS PROVIDED TO UTILITY (DATE)	INFORMATION QUALITY LEVEL AND DATE RECEIVED				FINAL PLANS PROVIDED TO UTILITY (DATE)
WATER	CITY OF HOLLY HILL	MARK JULIANO	(386) 248-9463	mjuliano@hollyhillfl.org		LEVEL A/4	LEVEL B/3	LEVEL C/2	LEVEL D/1	
WASTEWATER	CITY OF HOLLY HILL	MARK JULIANO	(386) 248-9463	mjuliano@hollyhillfl.org						
ELECTRIC DISTRIBUTION	FPL	ROBERT HELFER	(386) 586-6432	robert.helfer@fpl.com						
ELECTRIC TRANSMISSION	FPL	MARIANNE DILLARD	(561) 904-3693	marianne.dillard@fpl.com						
PHONE	AT&T Florida	KIRBY SPENCER	(386) 257-7930	ks2488@att.com						
TV CABLE	Bright House Networks, LLC	BEN TWYMAN	(386) 527-6836	ben.twyman@mybrighthouse.com						
GAS	TECO PEOPLES GAS	GEORGE SMITH	(904) 443-7317 (904) 545-8958	gcsmith@tecoenergy.com						
SIGNALIZATION	n/a									
F.O. CABLE	LEVEL 3	MICHAEL NUNEZ	(720) 888-7568	level3networkingrelocations@level3.com						
OTHER										
OTHER										
OTHER										

Mead & Hunt

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4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730



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CITY OF HOLLY HILL
FERNDALE ST & MAGNOLIA AVE
DRAINAGE IMPROVEMENTS

HOLLY HILL, FL 32117

ISSUED

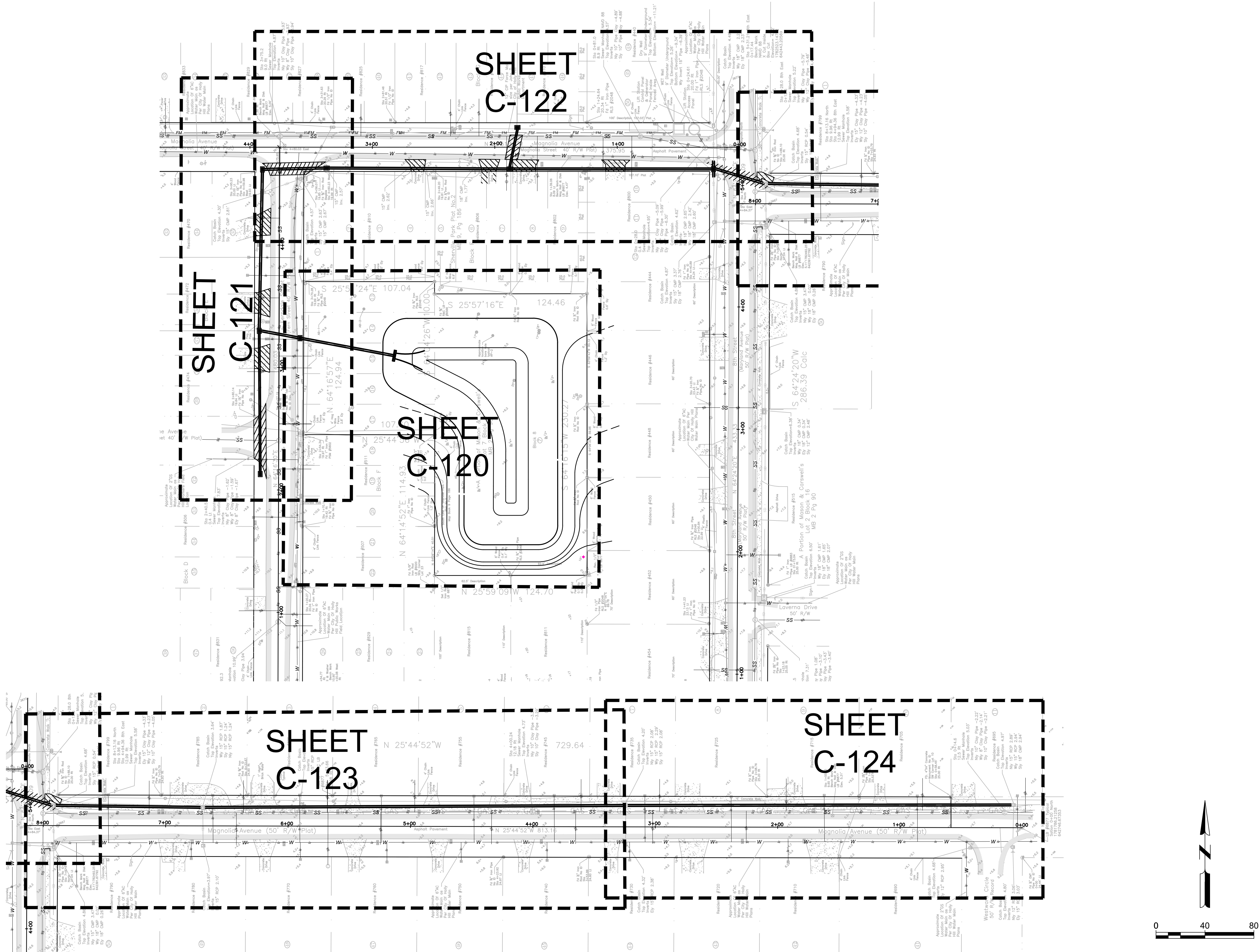
NOT FOR CONSTRUCTION

M&H NO.: 1000710-171316.01
DATE: JULY 31, 2018
DESIGNED BY: AMG
DRAWN BY: ADK - SEM
CHECKED BY: ----
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SHEET CONTENTS
KEY MAP AND NOTES

SHEET NO.

C-001



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**CITY OF HOLLY HILL
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DRAINAGE IMPROVEMENTS**

HOLLY HILL, FL 32117

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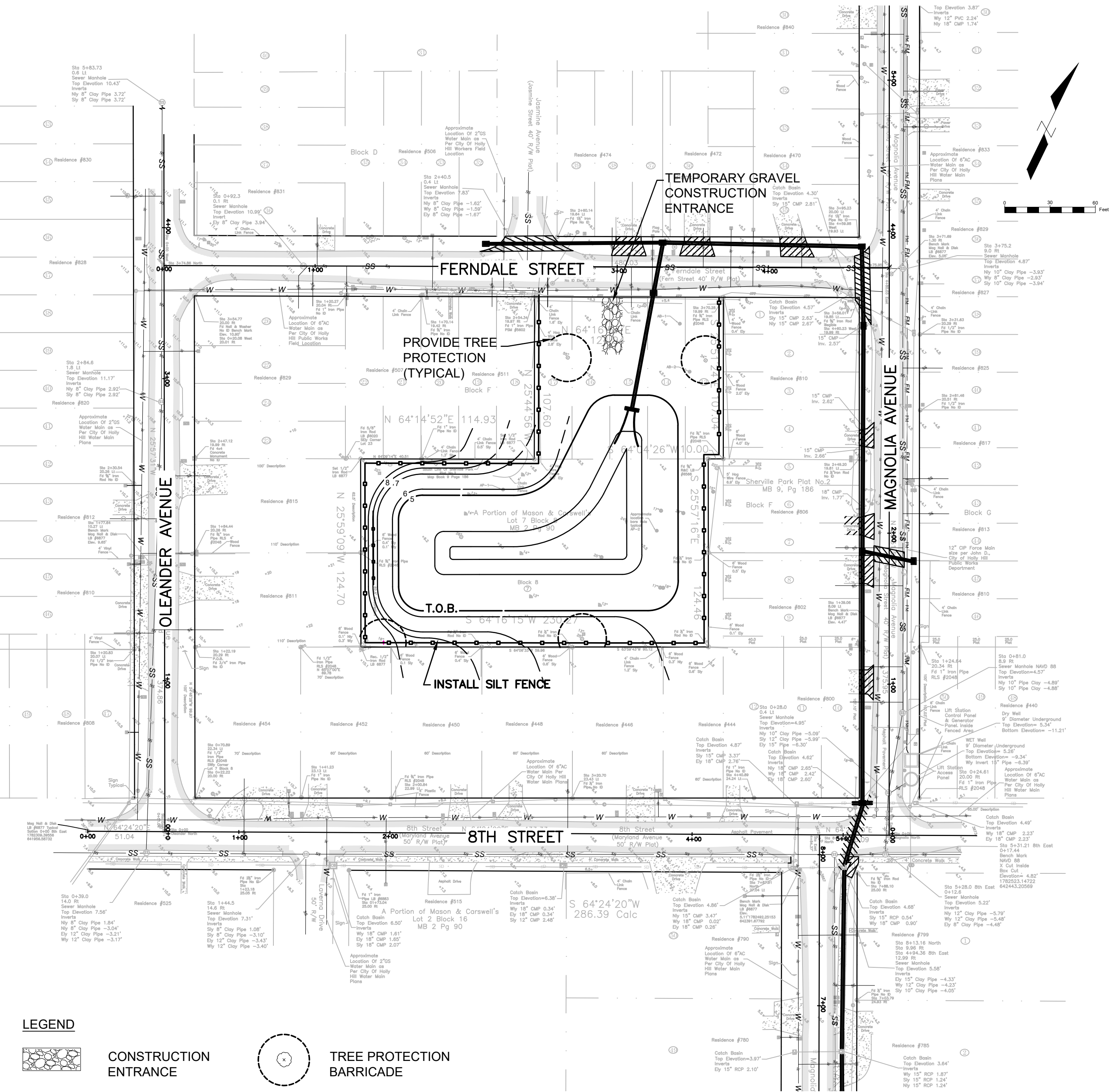
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SHEET CONTENTS
OVERALL PLAN

SHEET NO.

C-101

I:\CORP\MEADHUNT\COM\SHARED\FOLDERS\ENR\1000710\171316.01\TECH\CAD\DRAWINGS\SC-111 STORMWATER POLLUTION PREVENTION PLAN.DWG
8/29/2018 11:47:56 AM



CONTRACTOR(S) AND SUBCONTRACTOR(S) THAT IMPLEMENT ANY PART OF THE EROSION/POLLUTION CONTROL MEASURES REQUIRED BY THE NPDES PERMIT SHALL SIGN BELOW:

"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the state of Florida generic permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder."

Name/Signature	Title	Contractor Company Name, & Phone Number	Date

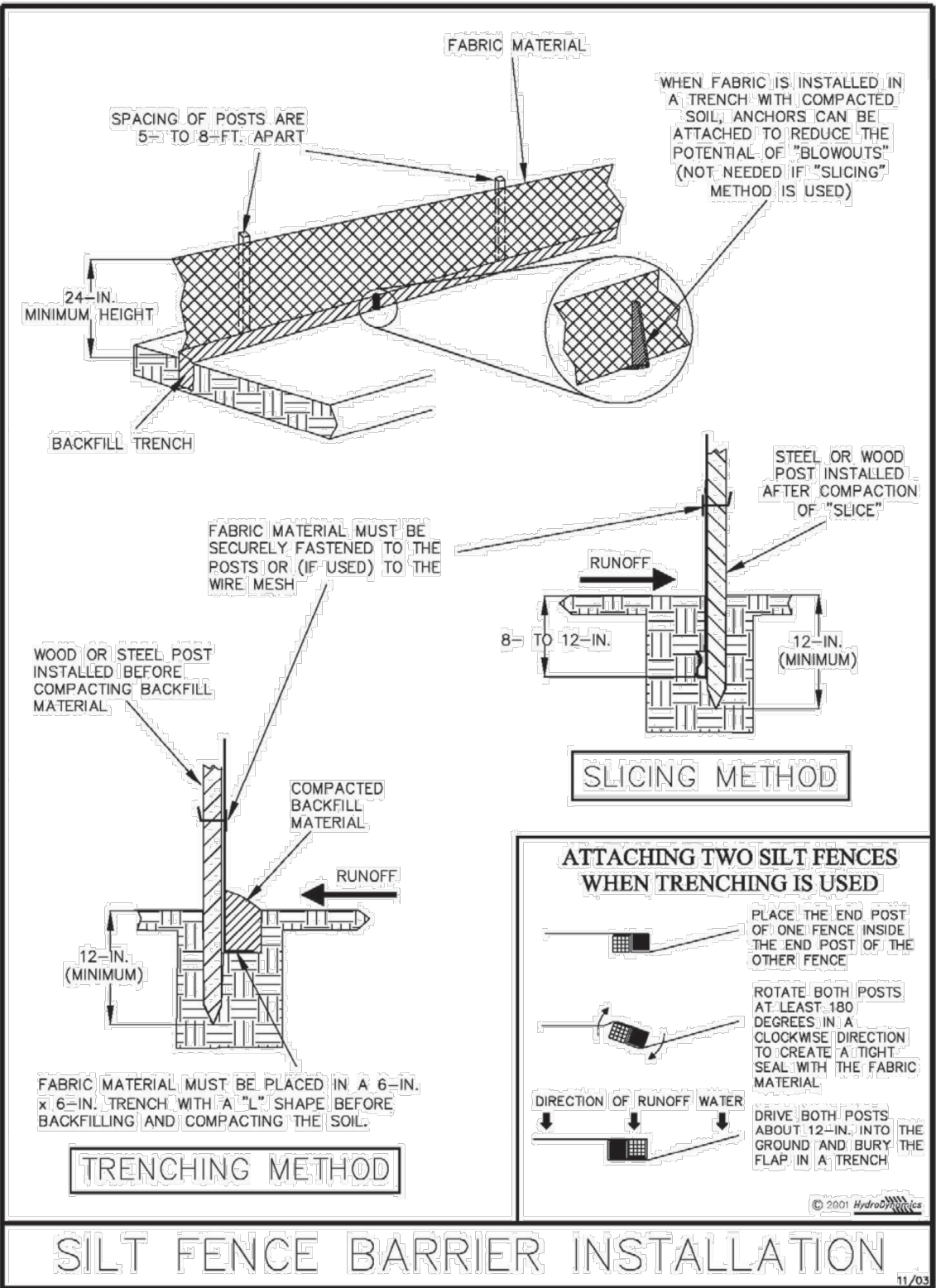
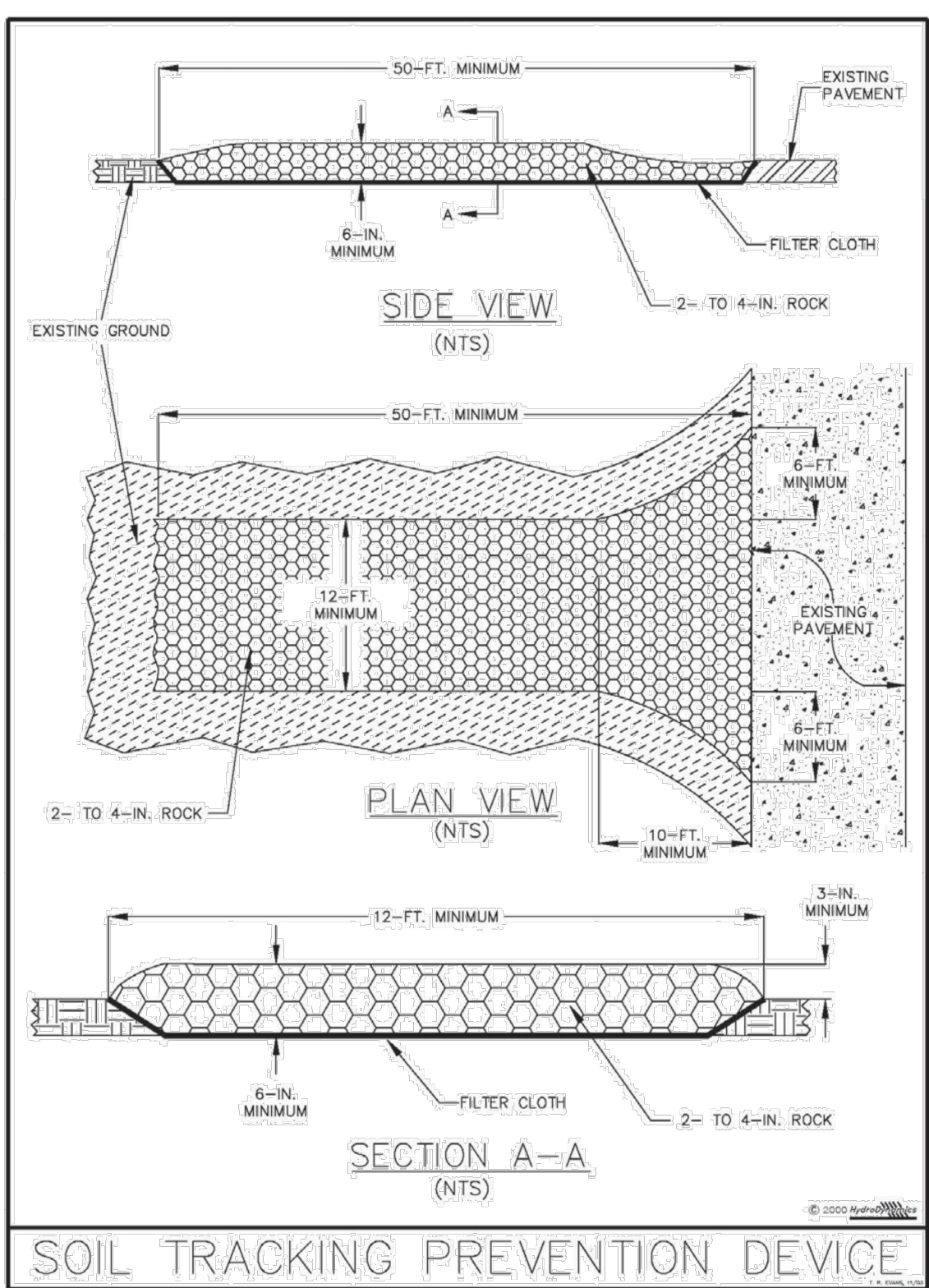
Inspections information:

Name _____ Date _____
Qualification _____ Signed & Printed _____

The above signature also shall certify that this facility is in compliance with the stormwater Pollution Prevention Plan And State Generic Permit for Stormwater Discharge from Large and Small construction activities if there are not any incidents of non-compliance identified above.

Control Type Codes

1. Silt Fence	18. Rock Outlet Protection
2. Earth Dikes	19. Reinforced Soil retaining System
3. Structural Diversion	20. Gabion
4. Swale	21. Sediment Basin
5. Sediment Trap	22. Temporary Seed / Sod
6. Check Dam	23. Permanent Seed / Sod
7. Subsurface Drain	24. Mulch
8. Pipe Slope Drain	25. Hay Bales
9. Level Spreaders	26. Geotextile
10. Storm Drain Inlet Protection	27. Rip-Rap
11. Vegetative Buffer Strip	28. Tree Protection
12. Vegetative Preservation Area	29. Detention Pond
13. Retention Pond	30. Retention Pond
14. Construction Entrance Stabilization	31. Waste Disposal / Housekeeping
15. Perimeter Ditch	32. Dam
16. Curb and Gutter	33. Sand Bag
17. Paved Road Surface	34. Other



Stormwater Pollution Prevention Plan Inspection Report Form

inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater.

project: _____
name: _____
FDEP NPDES Stormwater Identifications Number: Florida _____

LOCATION	RAIN DATA	TYPE OF CONTROL	DATE INSTALLED	CURRENT CONDITION / CORRECTIVE ACTION

Condition Code:
G = Good M = Marginal needs maintenance or replacement soon
P = Poor, needs immediate maintenance or replacement C = needs to be cleaned
O = Other

POLLUTION CONTROL NOTES

ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION.

- ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM WITH LOCAL CITY/COUNTY AND WATER MANAGEMENT DISTRICT SPECIFICATIONS, SUBJECT TO AUTHORIZED AND APPROVED VARIANCES, WAIVERS AND/OR CONDITIONS OF SITE PERMITS.
- EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PLACED PRIOR TO OR AS THE FIRST STEP IN CONSTRUCTION. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTATION OF SILT OFF THE SITE.
- ALL AREAS AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION, UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. THE COST FOR SUCH RESTORATION SHALL BE INCIDENTAL TO OTHER CONSTRUCTION AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THESE PLANS AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
- PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL PROVIDE TREE PROTECTION BARRIERS TO MEET THE REQUIREMENTS OF LOCAL SPECIFICATIONS.
- THE CONTRACTOR SHALL SELECTIVELY CLEAR ONLY THE AREAS REQUIRED FOR CONSTRUCTION AND STABILIZE ANY POTENTIAL EROSION AREAS IMMEDIATELY FOLLOWING COMPLETION OF CONSTRUCTION.
- CONTRACTOR SHALL KEEP ANY AND ALL SAND, SILT OR OTHER DEBRIS FROM MOVING OFF-SITE. USE AND MAINTAIN SILT FENCE JUST INSIDE OF PROPERTY LINE.
- CONTRACTOR SHALL BLOCK INTRUSION OF SAND, SILT OR OTHER DEBRIS INTO ANY DRAINAGE OR SANITARY SEWER STRUCTURE OR PIPING ON OR ADJACENT TO SITE.
- ALL CLEARED AREAS FOR IMPROVEMENT AND/OR CONSTRUCTION SHALL BE WATERED TO PREVENT WIND EROSION.
- FOR ADDITIONAL INFORMATION AND DETAILS, SEE F.D.O.T. INDEX NO. 102.
- UNLESS OTHERWISE SPECIFIED, SILT FENCES MUST BE USED IN LIEU OF HAY BARRIERS.
- ADDITIONAL POSTS AND RAILS MAY BE NECESSARY TO SECURE AND SUPPORT BARRIERS.
- ADDITIONAL BARRIER LENGTHS MAY BE REQUIRED BY THE COUNTY ENGINEER OR BY REGULATORY AGENCIES.
- FILTER FABRIC MUST BE INSTALLED UNDER ALL INLET GRATES. AT ALL TIMES WHEN INLETS ARE NOT PROTECTED BY SILT FENCE OR UNTIL THE LIMEROCK BASE IS FINISHED AND PRIMED.
- THE CONTRACTOR IS REQUIRED TO HAVE THIS PLAN ALONG WITH A COPY OF THE NPDES NOTICE OF INTENT POSTED IN A VISIBLE LOCATION ON THE CONSTRUCTION SITE AT ALL TIMES.
- "CONTRACTOR" IS REQUIRED BY NPDES TO KEEP A LOG ON SITE FOR THE SOIL EROSION AND SEDIMENT CONTROL MEASURES INDICATED ON THE PLAN. THE LOG SHALL CONTAIN DATES FOR: INSTALLATION OF CONTROL MEASURES, MAJOR SITE CONSTRUCTION ACTIVITIES, INSPECTION ON AT LEAST A WEEKLY BASIS AND INSPECTION AFTER ANY RAINFALL EVENT THAT IS 1/2" OR GREATER.
- THE CONTRACTOR IS REQUIRED TO SUBMIT A NOTICE OF TERMINATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION UPON THE COMPLETION OF CONSTRUCTION.
- CONTRACTOR SHALL RETAIN ALL RECORDS FOR A PERIOD OF THREE YEARS FOLLOWING THE NOTICE OF TERMINATION.
- NON STORMWATER DISCHARGES SUCH AS FIRE HYDRANT FLUSHING, ETC. SHALL BE DISCHARGED TO EXISTING UNDERGROUND STORMWATER FACILITY OR ON SITE RETENTION POND.
- ANY POTENTIALLY HAZARDOUS CHEMICALS BROUGHT ONTO JOB SITE WILL BE LIMITED AND KEPT IN ORIGINAL CONTAINER WITH MSDS LABEL.
- NO SILT SHALL BE TRACKED ONTO PUBLIC ROADWAYS. ANY SILT DEPOSITED ON PUBLIC ROADWAYS SHALL BE REMOVED BY END OF THE WORK DAY.

PLAN REQUIREMENTS

- DRAINAGE PATTERNS
- APPROXIMATE SLOPES AFTER GRADING ACTIVITIES.
- AREAS OF SOIL DISTURBANCE.
- OUTLINE ALL AREAS THAT ARE NOT TO BE DISTURBED.
- LOCATION OF ALL MAJOR STRUCTURAL AND NON-STRUCTURAL CONTROLS.
- THE LOCATION OF EXPECTED STABILIZED PRACTICES.
- WETLANDS AND SURFACE WATERS AND
- LOCATIONS WHERE STORMWATER MAY DISCHARGE TO A SURFACE WATER OR MS4

* IMPERVIOUS + PERVIOUS = DISTURBED

TOTAL AREA (SF) (AC)	DISTURBED AREA (SF) (AC)	UNDISTURBED AREA (SF) (AC)	IMPERVIOUS AREA (SF) (AC)	PERVIOUS AREA (SF) (AC)
42042.45 SF 0.965 AC	35407.00 SF 0.813 AC	6615.5 SF 0.152 AC	32 SF >0.001 AC	42010.0 SF 0.964 AC

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CITY OF HOLLY HILL
FERDALE ST & MAGNOLIA AVE
DRAINAGE IMPROVEMENTS

HOLLY HILL, FL 32117

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NOT FOR CONSTRUCTION

M&H NO.: 1000710-171316.01
DATE: JULY 31, 2018
DESIGNED BY: AMG
DRAWN BY: ADK - SEM
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SHEET CONTENTS
STORMWATER
POLLUTION
PREVENTION PLAN

SHEET NO.

C-111



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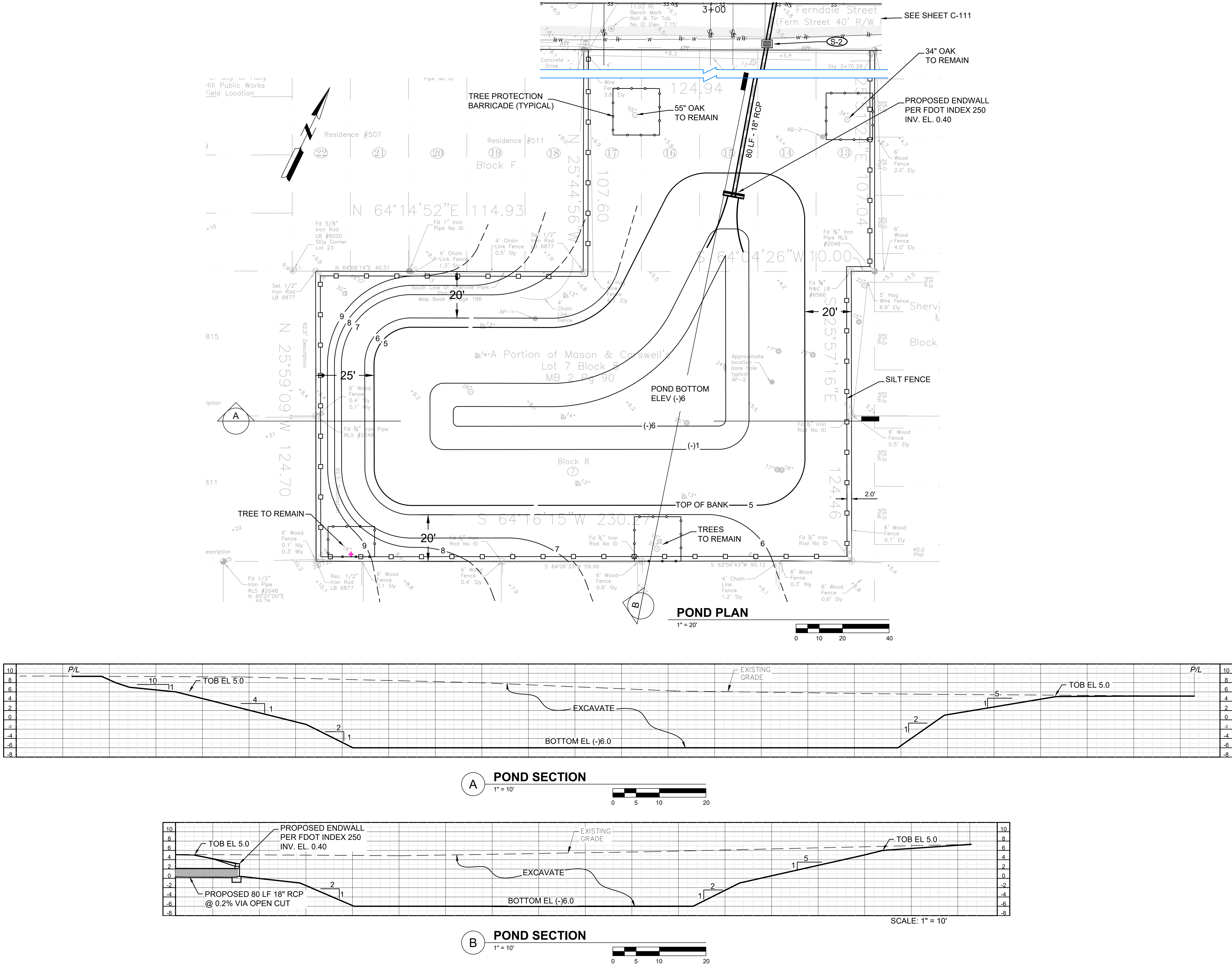
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SHEET CONTENTS
POND PLAN &
PROFILE

SHEET NO.

C-120





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SHEET CONTENTS
PLAN & PROFILE

SHEET NO.

C-121

- S-1
PROPOSED TYPE 'D' INLET
TOP EL = 5.40
N INV EL = 0.57
S INV EL = 0.57
- S-2
PROPOSED TYPE 'C' INLET
TOP EL = 8.60
E INV EL = 0.86
- S-3
PROPOSED TYPE 'C' INLET
TOP EL = 5.83
E INV EL = 0.63
W INV EL = 0.63
- S-4
PROPOSED TYPE 'C' INLET
TOP EL = 4.63
W INV EL = 0.89
S INV EL = 0.89

LEGEND:

+11.2

EXISTING GRADE

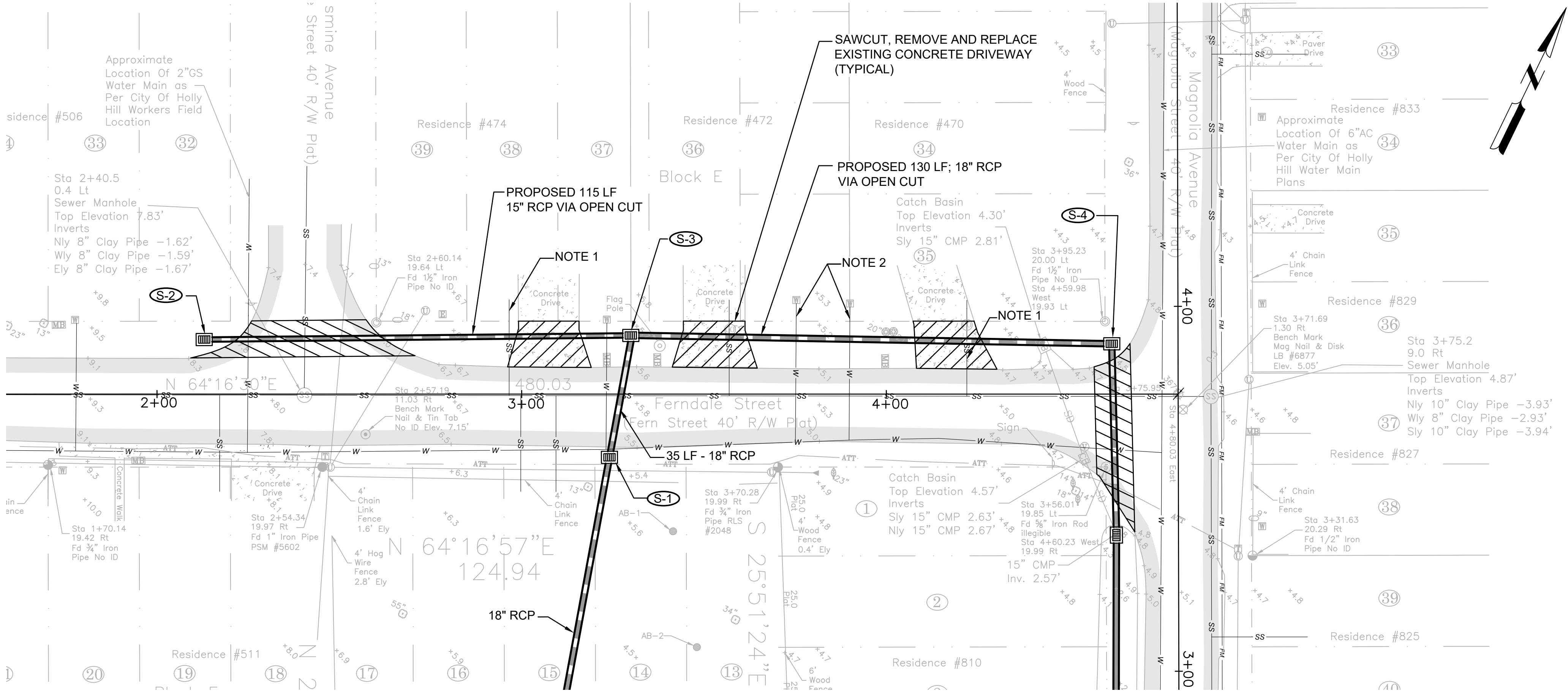
PROPOSED GRADE

BOTTOM SWALE

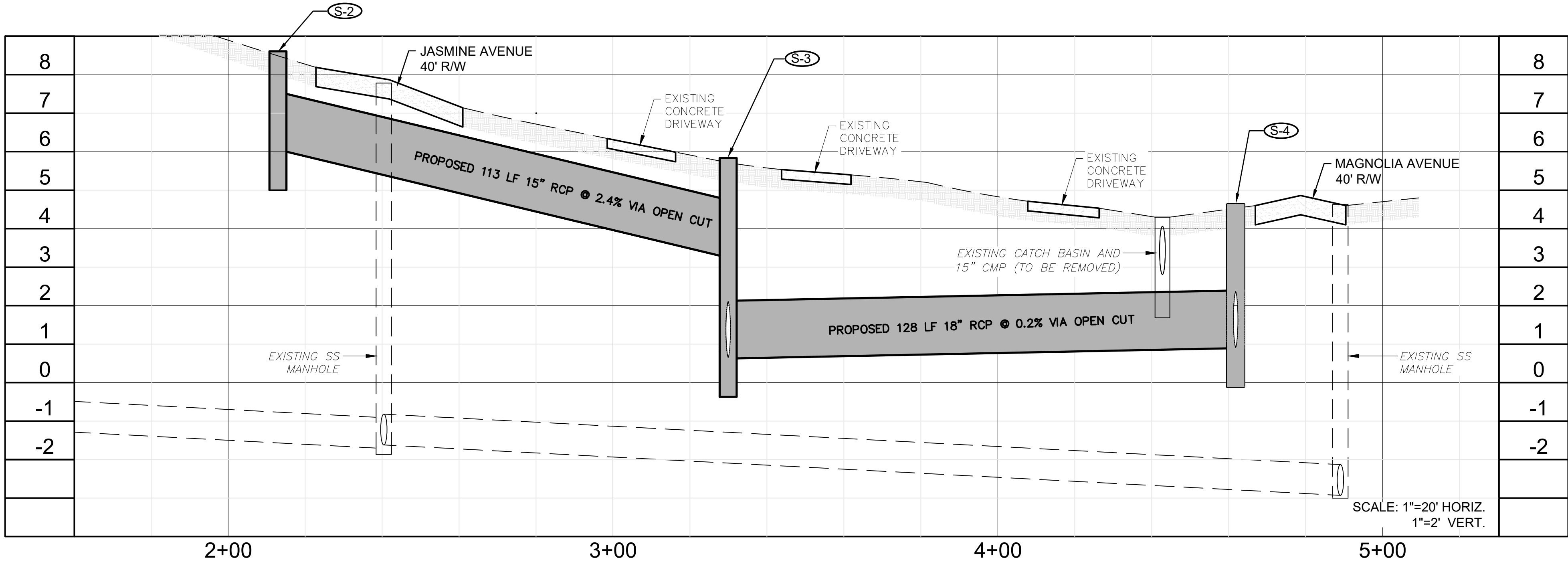
EXISTING PIPE

PROPOSED PIPE

- NOTES:
- ADJUST SEWER LATERAL AS REQUIRED TO INSTALL STORM PIPE (TYPICAL)
 - REPLACE WATER SERVICE WITH 1" DR9 POLY PER CITY STANDARD DETAILS (TYPICAL)



FERNDALE STREET (40' R/W)



FERNDALE STREET PROFILE





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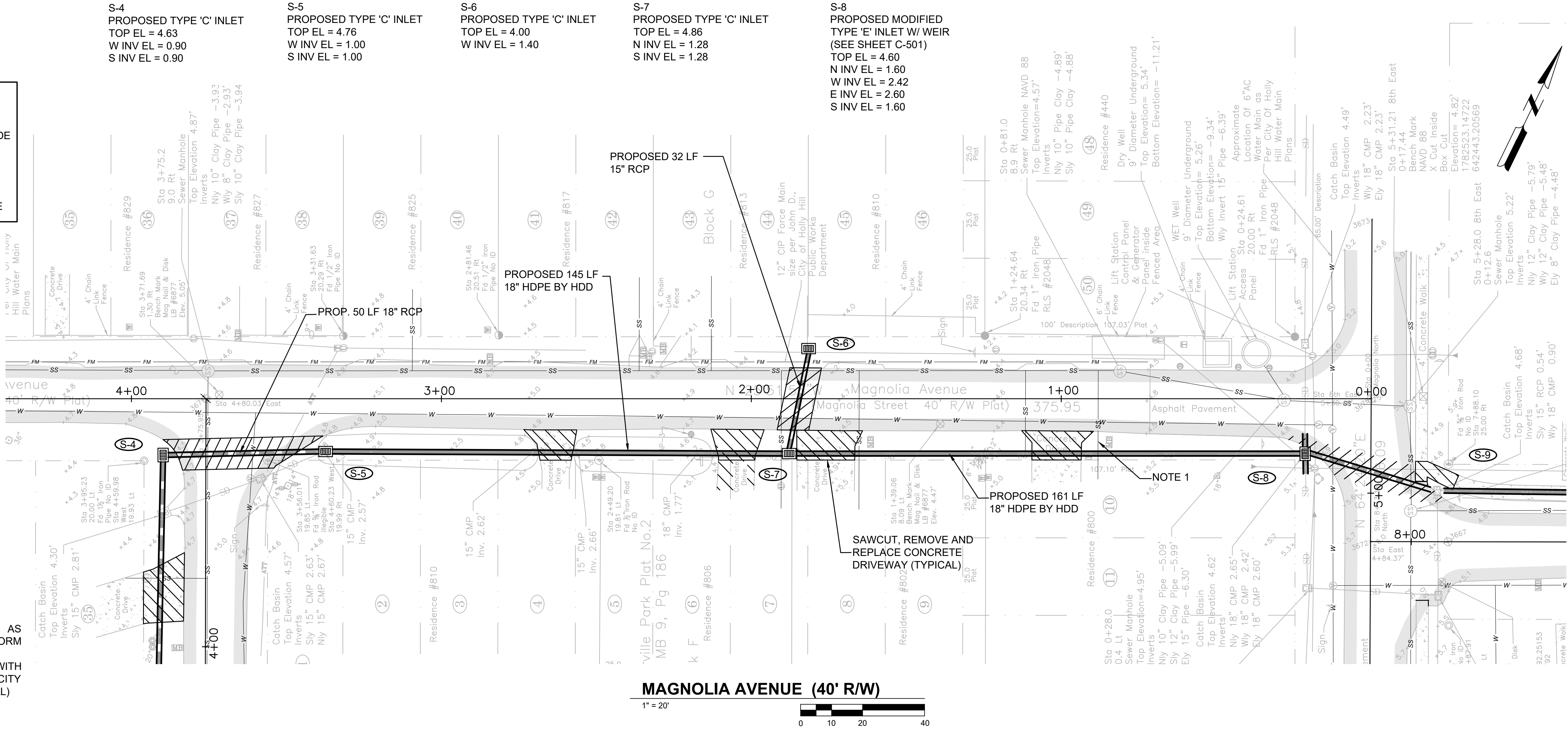
SHEET CONTENTS
PLAN & PROFILE

SHEET NO.

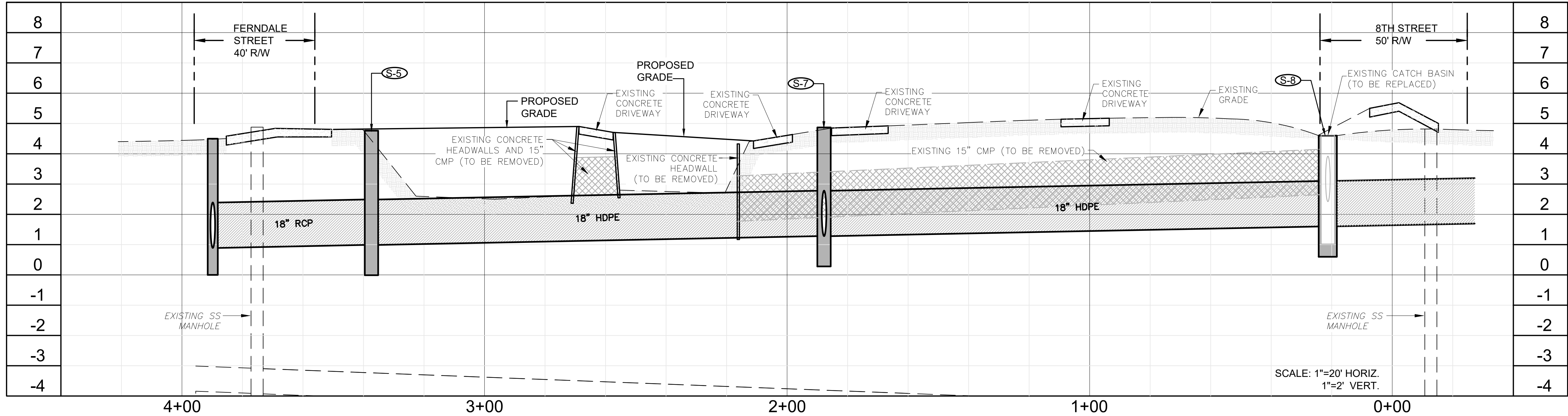
C-122

LEGEND:

- EXISTING GRADE
- PROPOSED GRADE
- BOTTOM SWALE
- EXISTING PIPE
- PROP. RCP PIPE
- PROP. HDPE PIPE



- NOTES:
- ADJUST SEWER LATERAL AS REQUIRED TO INSTALL STORM PIPE (TYPICAL)
 - REPLACE WATER SERVICE WITH 1" DR9 POLY PER CITY STANDARD DETAILS (TYPICAL)



MAGNOLIA AVENUE PROFILE



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SHEET CONTENTS
PLAN & PROFILE

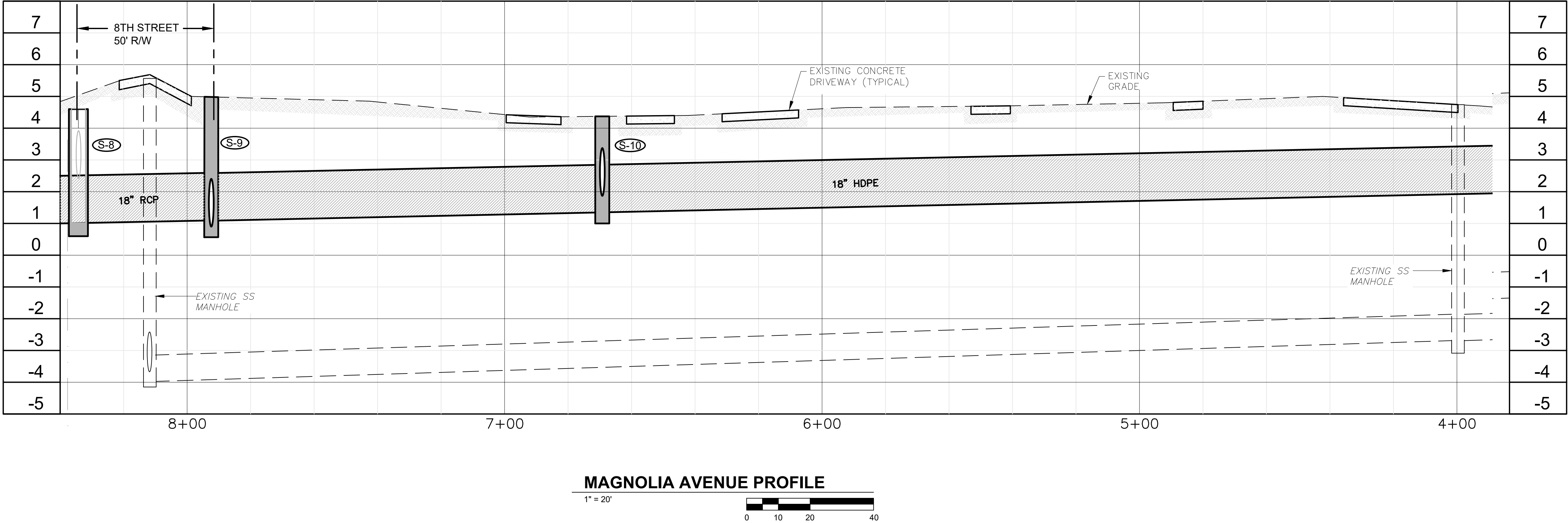
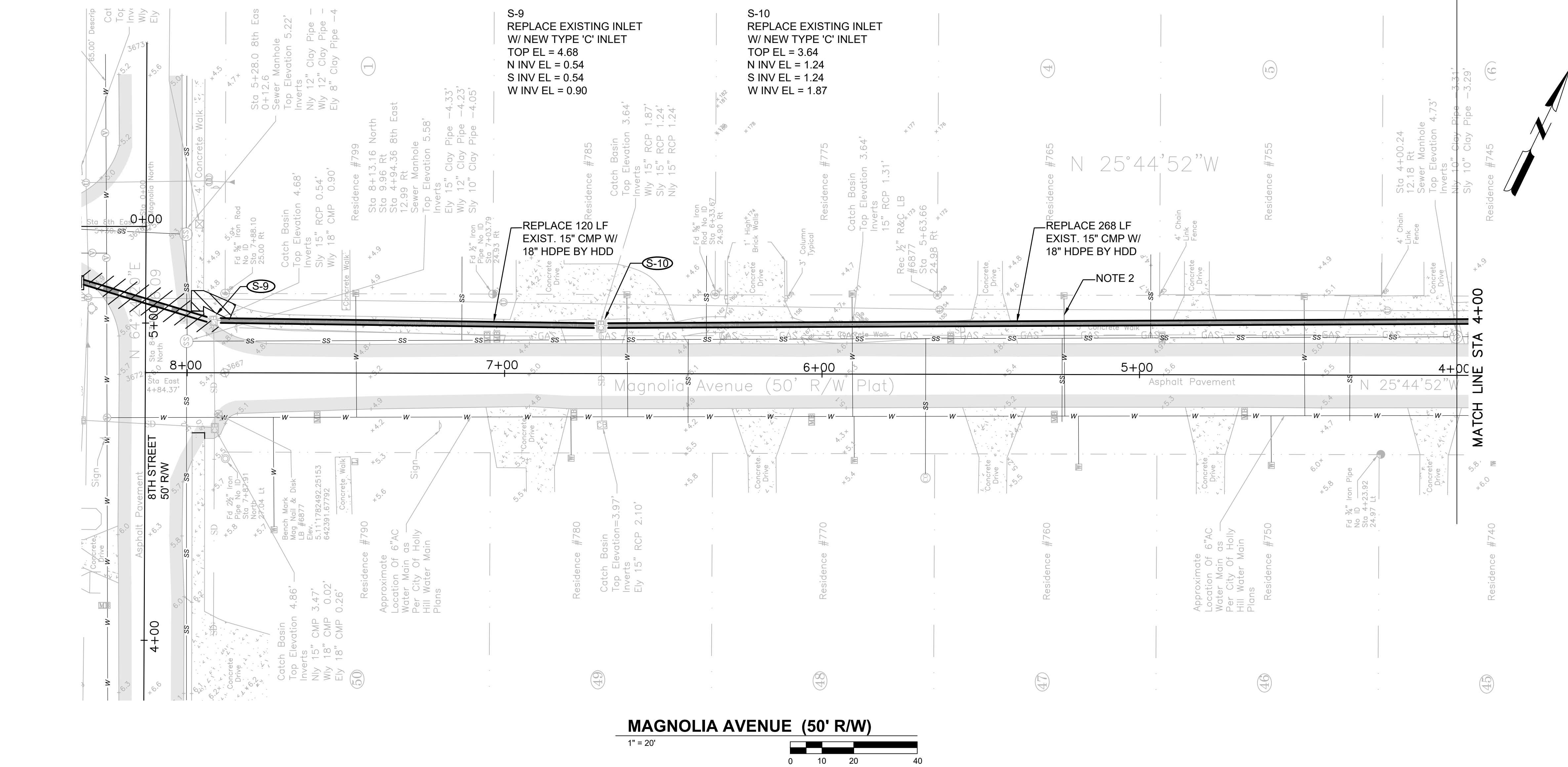
SHEET NO.

C-123

LEGEND:

- EXISTING GRADE
- PROPOSED GRADE
- BOTTOM SWALE
- EXISTING PIPE
- PROP. RCP PIPE
- PROP. HDPE PIPE

- NOTES:
- ADJUST SEWER LATERAL AS REQUIRED TO INSTALL STORM PIPE (TYPICAL)
 - REPLACE WATER SERVICE WITH 1" DR9 POLY PER CITY STANDARD DETAILS (TYPICAL)





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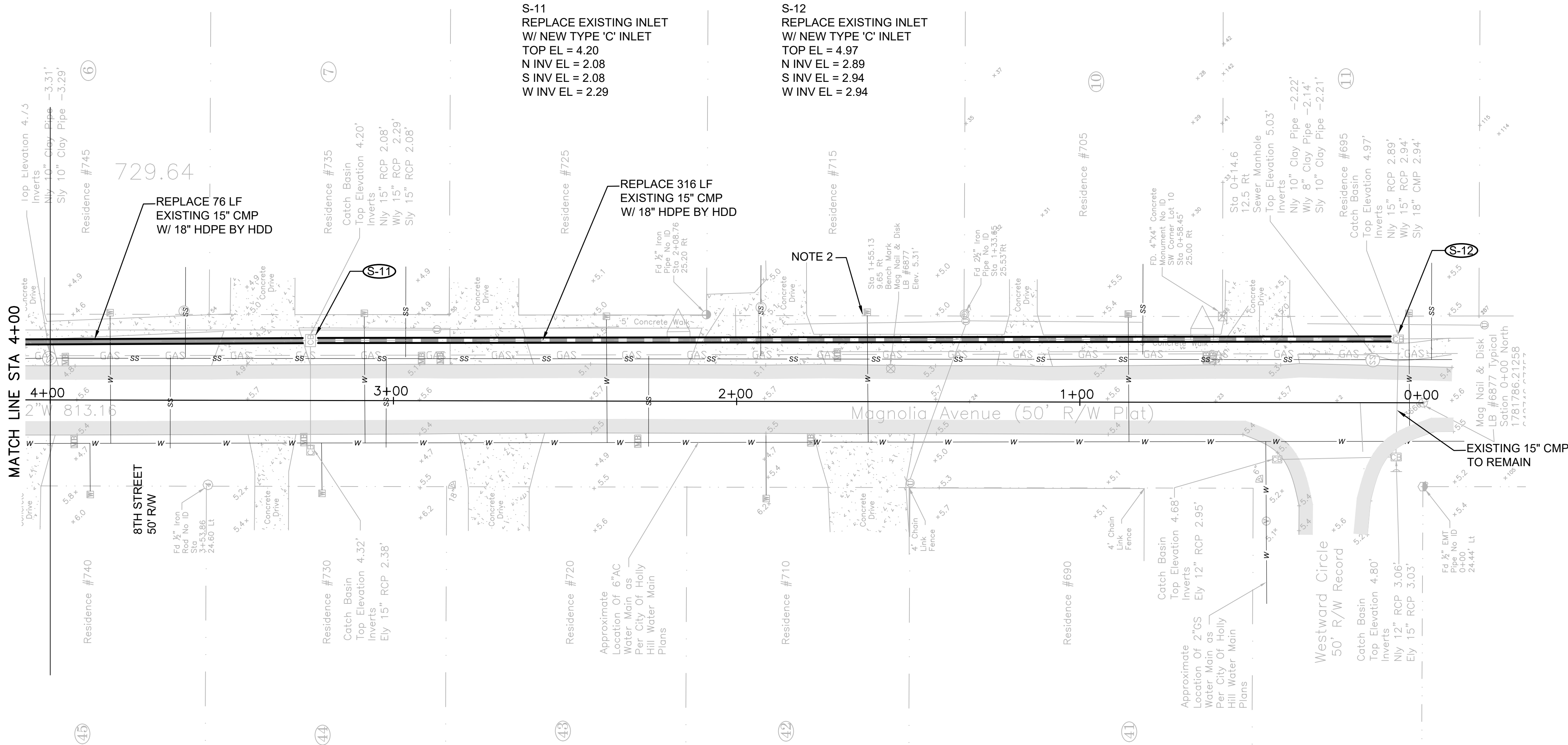
SHEET CONTENTS
PLAN & PROFILE

SHEET NO.

C-124

LEGEND:

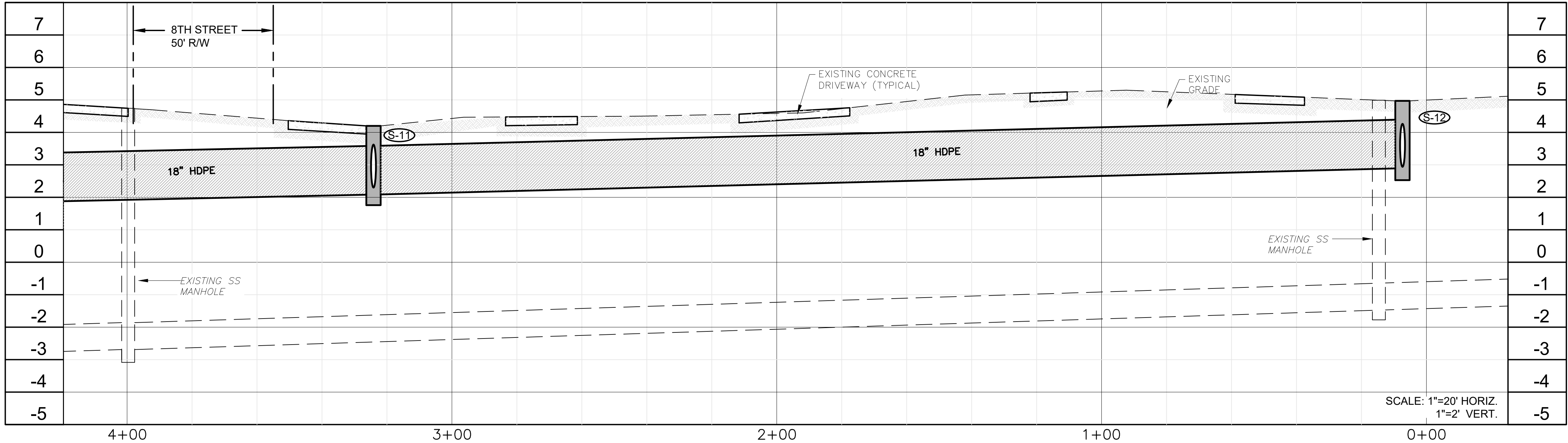
- EXISTING GRADE
- PROPOSED GRADE
- BOTTOM SWALE
- EXISTING PIPE
- PROP. RCP PIPE
- PROP. HDPE PIPE



MAGNOLIA AVENUE (50' R/W)



- NOTES:
- ADJUST SEWER LATERAL AS REQUIRED TO INSTALL STORM PIPE (TYPICAL)
 - REPLACE WATER SERVICE WITH 1" DR9 POLY PER CITY STANDARD DETAILS (TYPICAL)



MAGNOLIA AVENUE PROFILE



Mead & Hunt

Mead and Hunt, Inc.
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Middleton, WI 53562
phone: 608-273-6380
meadhunt.com

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HOLLY HILL, FL 32117

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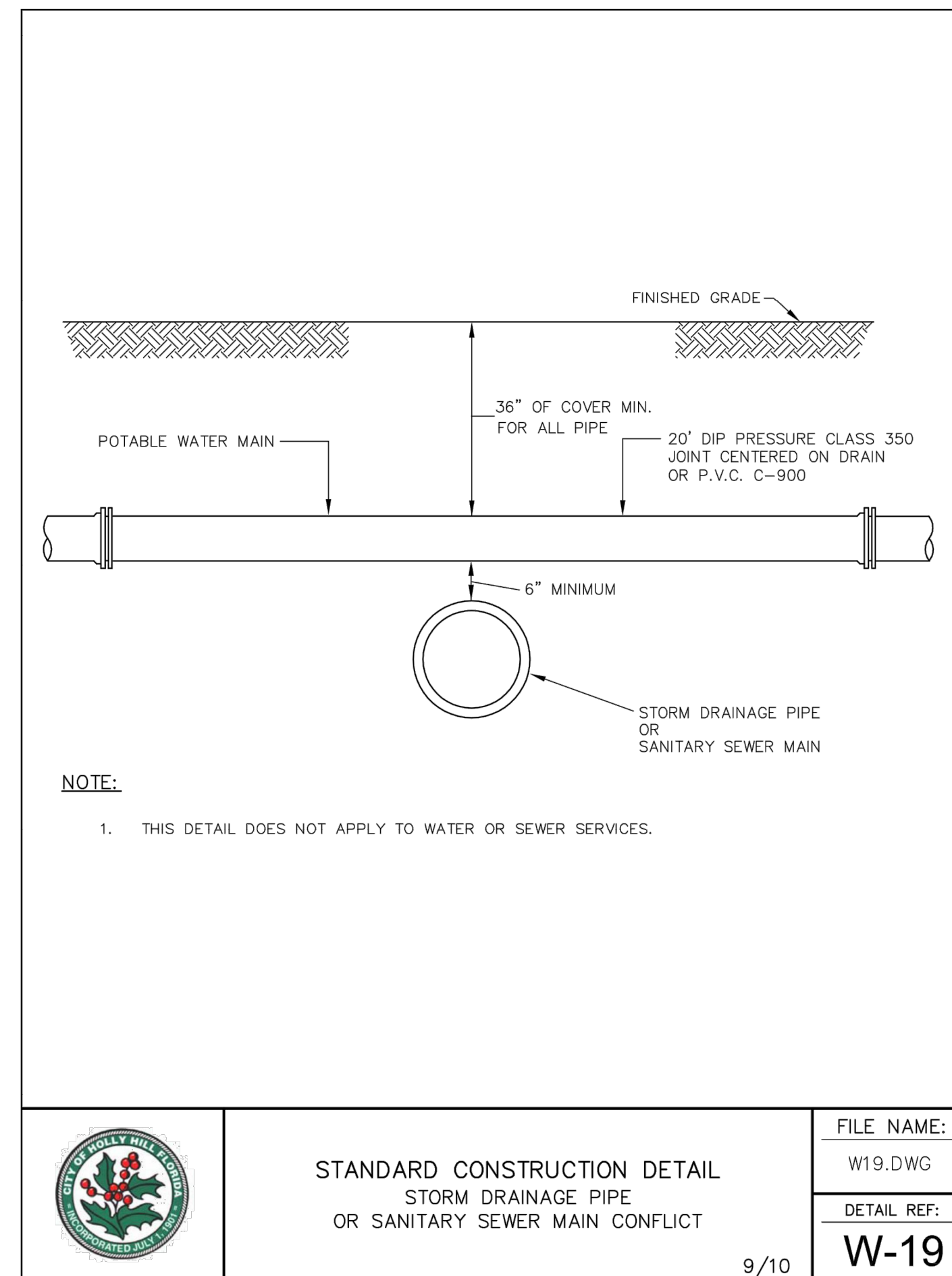
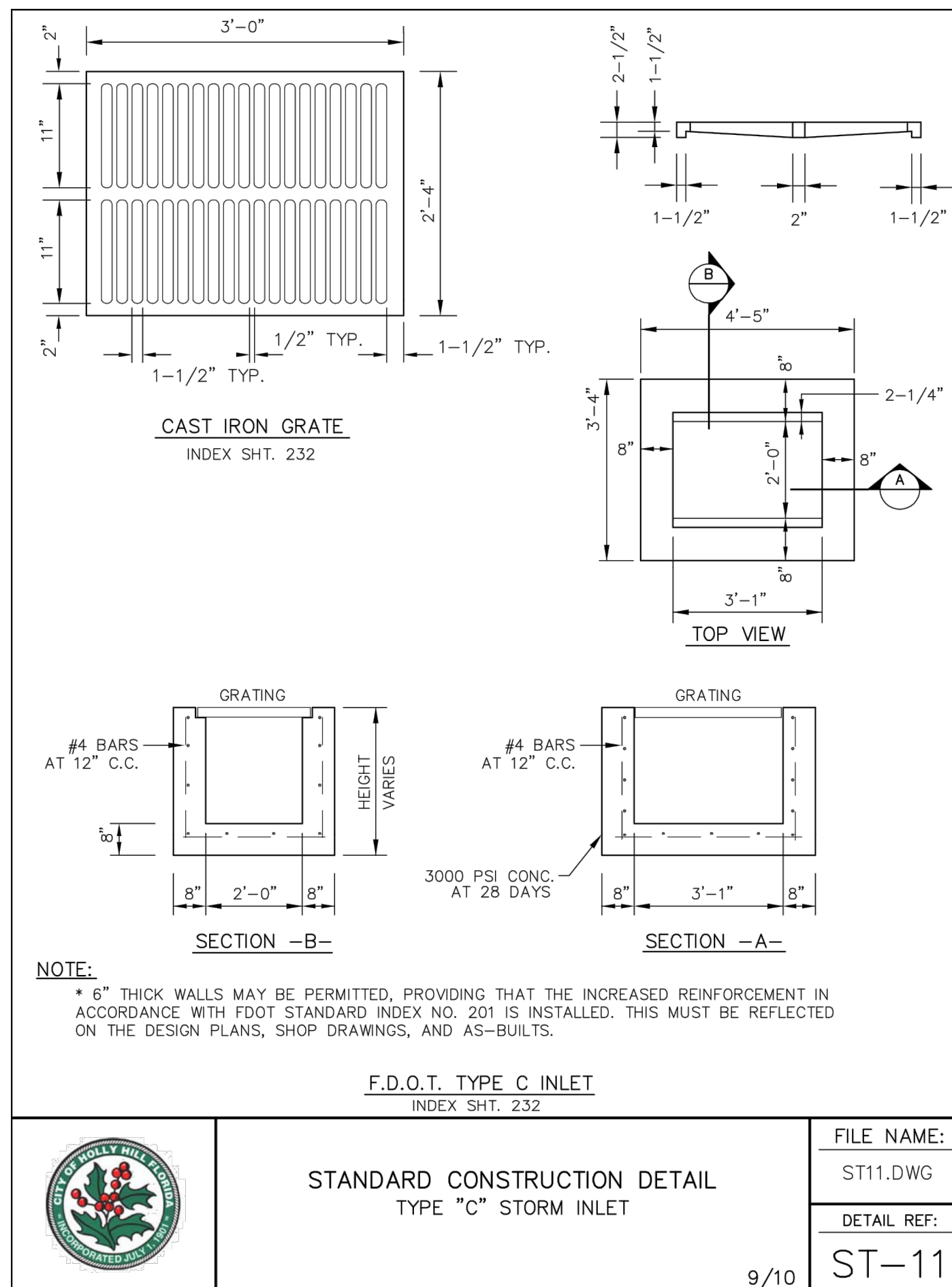
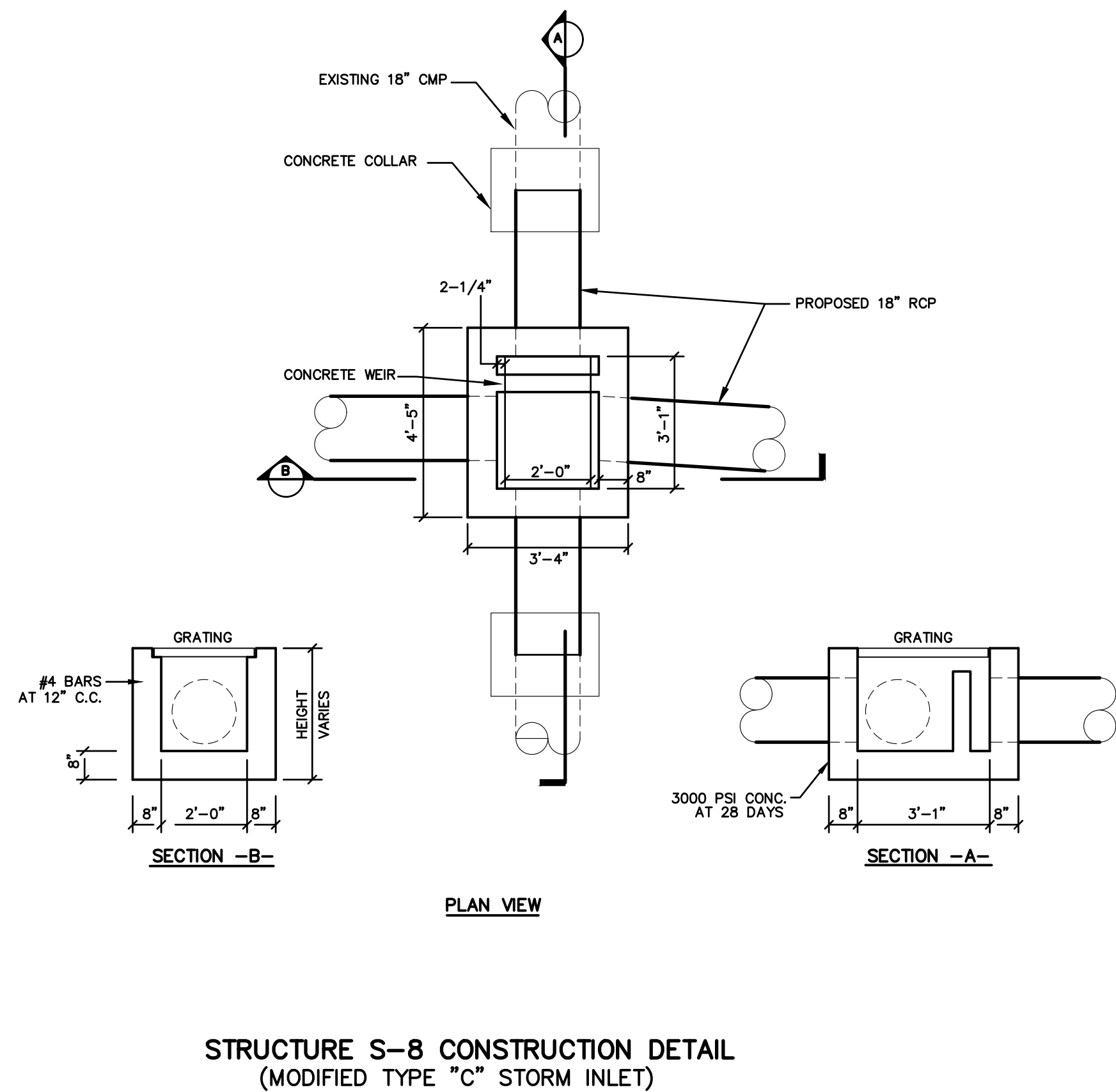
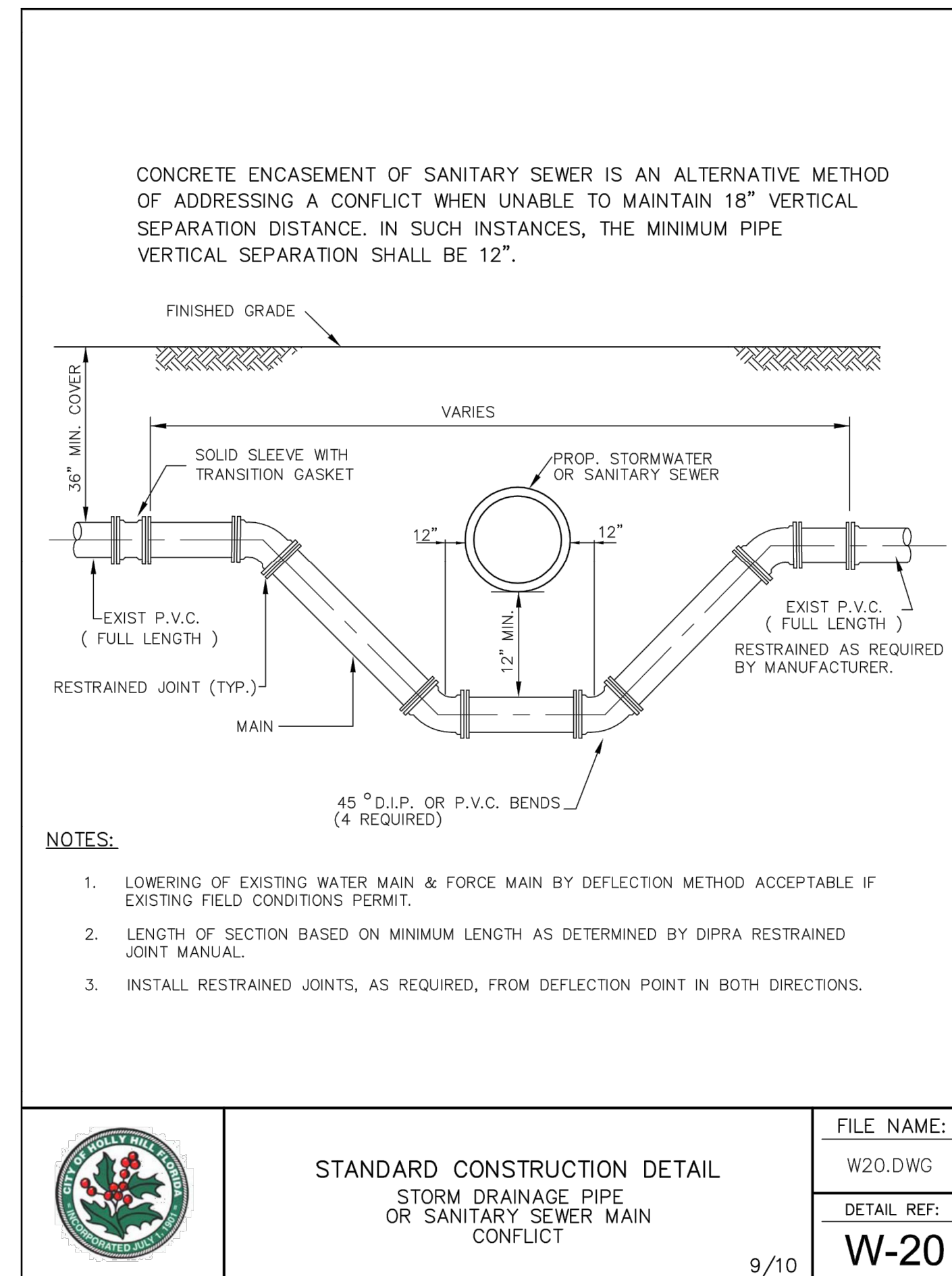
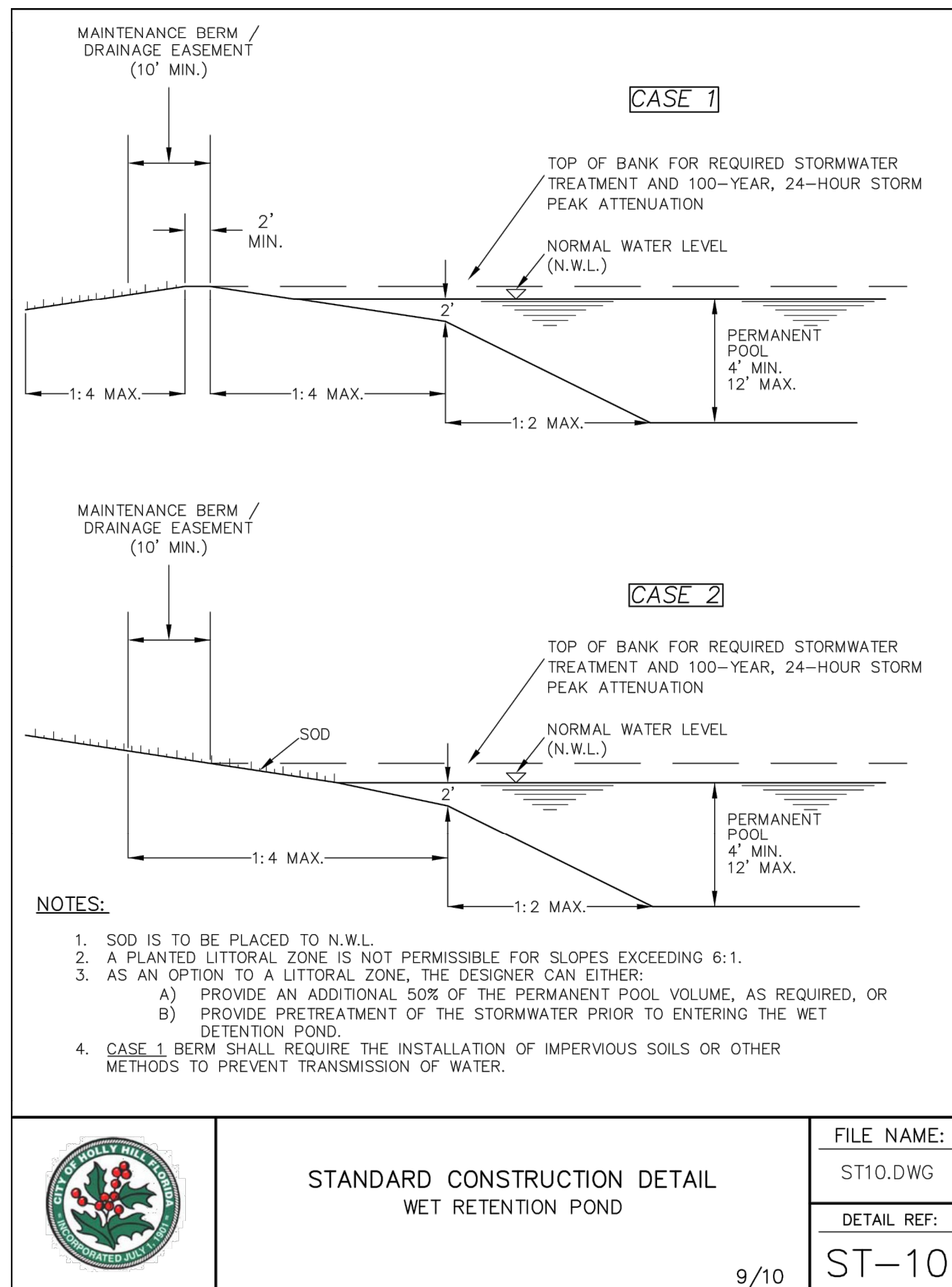
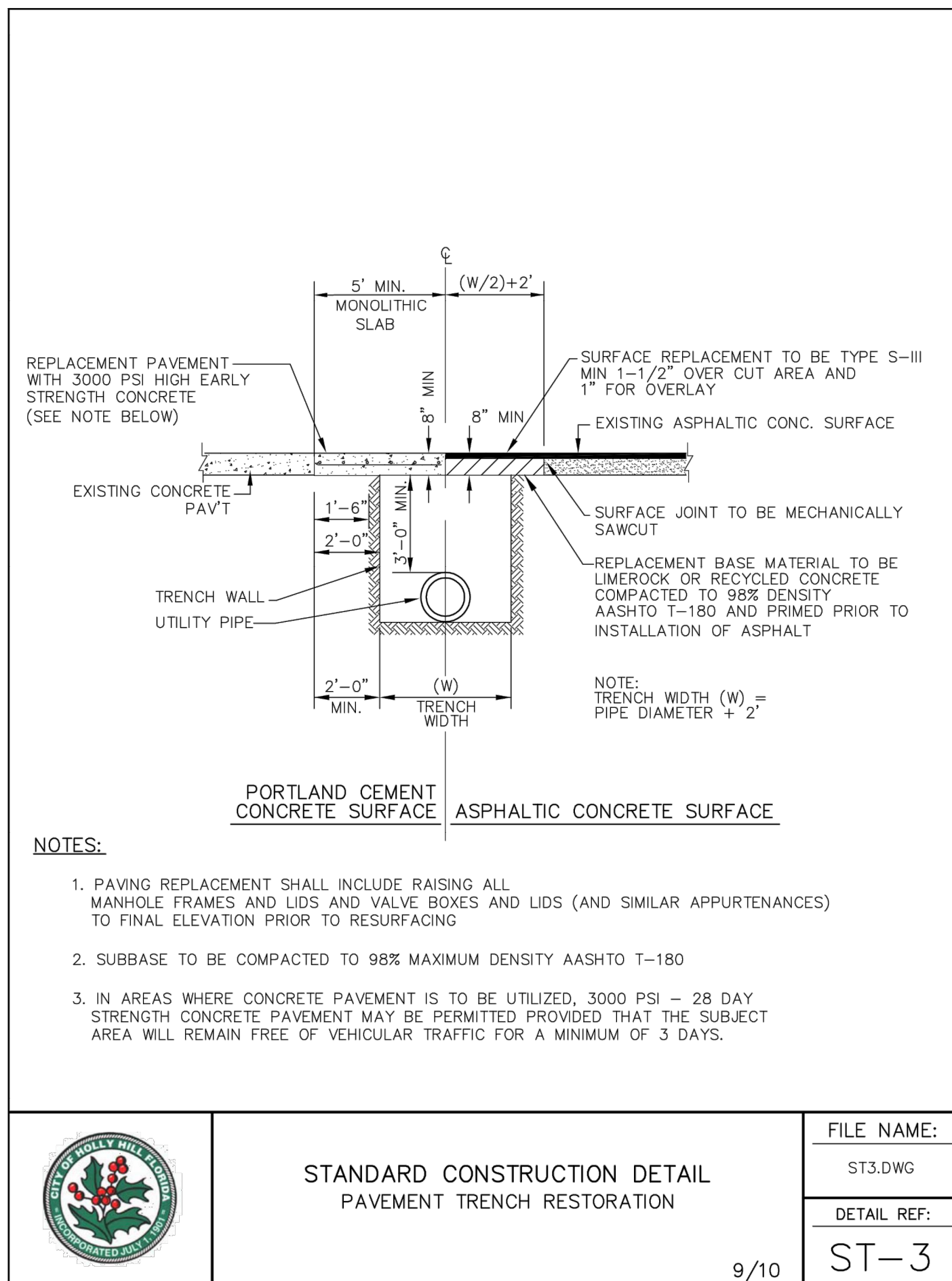
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SHEET CONTENTS
GENERAL DETAILS

SHEET NO.

C-501



REQUIREMENTS FOR AS-BUILT DRAWINGS

IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL SUBDIVISION AS-BUILT DRAWINGS.

- PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. (FOR SUBDIVISIONS) AND AS APPROPRIATE TO CONFIRM PAVING LIMITS (ON SITE PLANS).
- ALL RADI AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION IS TO BE CLEARLY INDICATED ON THE AS-BUILT.
- ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS ALONG ROADWAY, AND OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE AS-BUILT CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE DESIGN PROFILE GRADE LINES. IN THE EVENT THAT THE AS-BUILT CENTERLINE LONGITUDINAL GRADE DOES NOT MEET THE CITY MINIMUM STANDARDS, ADDITIONAL LONGITUDINAL GRADES OF THE ADJACENT CURBING AND SIMILAR ROADWAY CROSS-SECTION SURVEYS TO VERIFY THE CORRECT CROSS SLOPE, SHALL BE REQUIRED TO VERIFY THAT THE SYSTEM WILL FUNCTION AS ORIGINALLY DESIGNED.
- STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND / OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
- STORM DRAINAGE PIPE INVERT AND INLET ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
- STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND / OR VERIFIED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
- ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON-SITE DRAINAGE SYSTEM, SUCH AS DITCHES, SWALES, LAKES, CANALS, ETC. THAT ARE DEEMED NECESSARY BY THE CITY TO VERIFY THE FUNCTIONAL PERFORMANCE OF THE STORMWATER SYSTEM, SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF BANK WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
- RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
- ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE AS-BUILT.
- STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOP OF BANK SHALL BE RECORDED EVERY 100 FEET. SIDE SLOPES SHALL ALSO BE INDICATED.
- SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE RECORDED AND THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
- FOR SUBDIVISIONS, PROPOSED DESIGN FINISHED FLOOR ELEVATIONS SHALL APPEAR ON ALL SUBDIVISION LOTS ON THE APPROPRIATE PLAN AND PROFILE SHEET AS WELL AS ON THE MASTER DRAINAGE PLAN.

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES

THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

- NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING, BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER-STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
- SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
- WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, HAY BALES, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES.
- PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE-SPECIFIC CLEARING PERMIT APPLICATION AND THROUGHOUT PROJECT CONSTRUCTION.
- WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING. THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
- AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN THIRTY DAYS. - DISTURBED AREAS IN CITY RIGHT-OF-WAYS OR CITY PROPERTY SHALL BE SOODED.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE. WITHIN TWENTY DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED.

DIRECTIONAL DRILL BIT DIAMETER SIZE REQUIREMENTS

MAXIMUM PILOT OR BACK-REAMER BIT DIAMETER WHEN ROTATED 360°	
OUTSIDE PIPE DIAMETER INCHES*	MAXIMUM BIT DIAMETER INCHES
<8	DIAMETER + 4
8 TO 24	1.5 X DIAMETER
>24	DIAMETER + 12
*USE MANUFACTURER'S RECOMMENDATION FOR PIPE WITH RESTRAINED JOINTS.	

CHART FROM SECTION 555-3.3 PG. 768 OF F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2016 EDITION.

REQUIREMENTS FOR AS-BUILT DRAWINGS (CONT'D.)

- SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
- SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES.
- LIFT STATIONS AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCE MAIN DEPTH AND LOCATION INCLUDING VALVES WILL BE PROVIDED AND TIED TO PERMANENT ABOVE GRADE FEATURES. DIMENSIONAL AND ELEVATION INFORMATION INDICATED ON THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED, AND LABELED.
- CURB CUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
- POTABLE AND RECLAIMED WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB, OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. WATER MAIN LINE MATERIAL SIZE, LENGTH AND DEPTH PLACED SHALL ALSO BE NOTED. LOCATIONS OF VALVES SHALL BE TIED TO PERMANENT ABOVE GRADE FEATURES. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
- POTABLE AND RECLAIMED WATER VALVES, TEES, BENDS, ALL SERVICES, AND FIRE HYDRANTS SHALL BE LOCATED BY TYING THEM TO SANITARY SEWER MANHOLES. SIMILARLY, FORCE MAIN VALVES, TEES, AND BENDS SHALL BE LOCATED IN THE SAME MANNER. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES.
- FOR PERPENDICULAR CROSSINGS OF STORMWATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE AS-BUILT PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY.
- ANY SPECIAL FEATURES SUCH AS, CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
- IF AN APPROVED SUBDIVISION PLAT OR SITE PLAN SHOWS A CONSERVATION EASEMENT, THE PROJECT SURVEYOR SHOULD PROVIDE THE EXACT LOCATION OF THE SPECIMEN TREE(S) FROM THE RIGHT-OF-WAY OR PROPERTY LINES AND PROPOSED EASEMENT BOUNDARIES ON THE AS-BUILT DRAWING. THE AS-BUILT LOCATION OF THESE TREES WILL HELP VERIFY THE SUFFICIENCY OF THE CONSERVATION EASEMENT PRIOR TO PLAT RECORDING OR CERTIFICATE OF OCCUPANCY.
- WHEN STORMWATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE ARE LOCATED WITHIN AN EASEMENT, THE AS-BUILT DRAWING SHALL ACCURATELY DEPICT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. THIS IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO ENSURE THAT FUTURE SUBSURFACE EXCAVATION TO PERFORM REMEDIAL REPAIR CAN BE ACCOMPLISHED WITHOUT DISTURBANCE BEYOND THE EASEMENT.

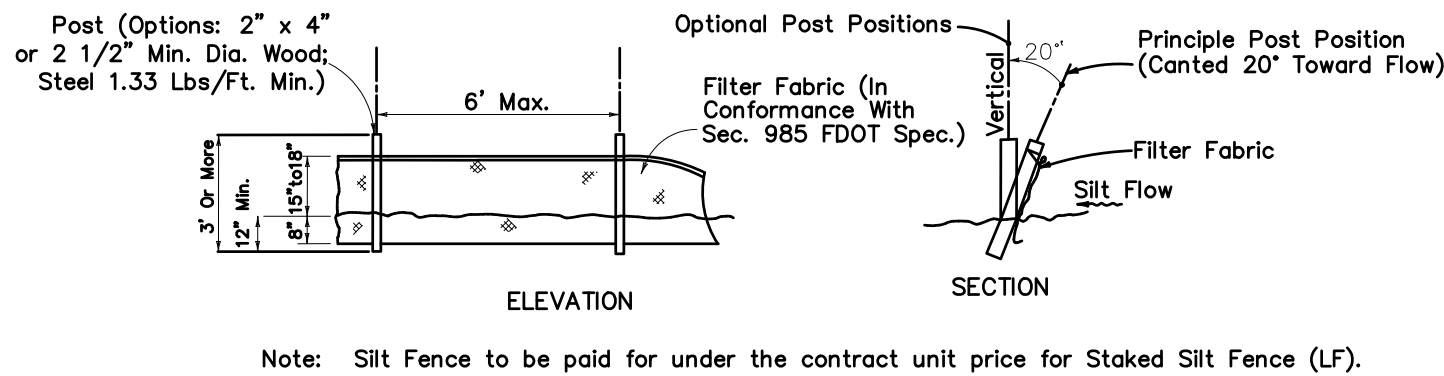
NOTE:

- REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.

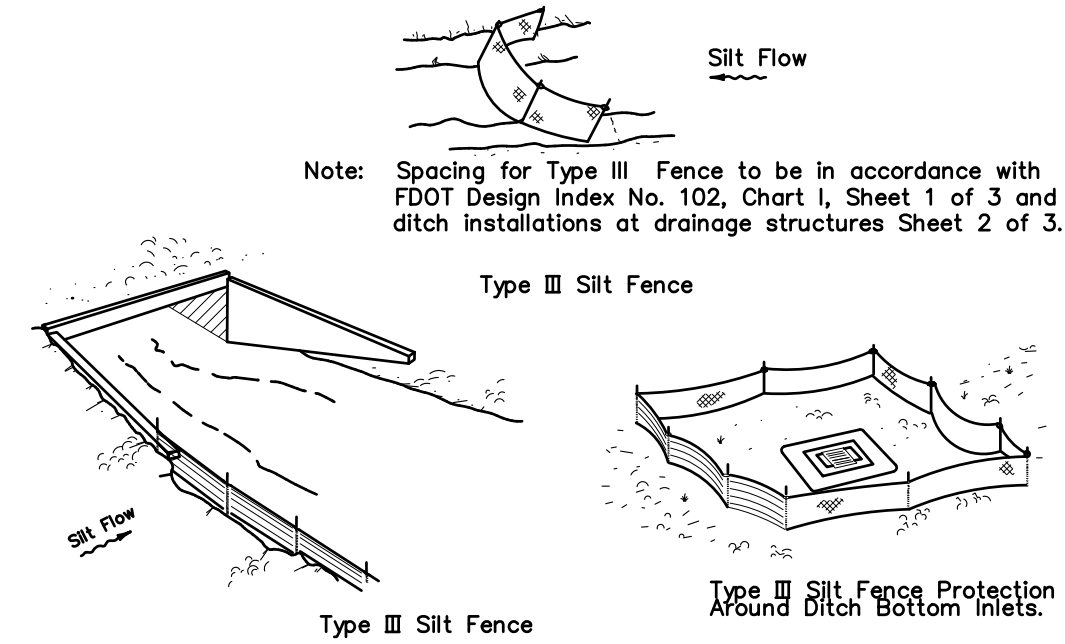
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NOTE:

- REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.



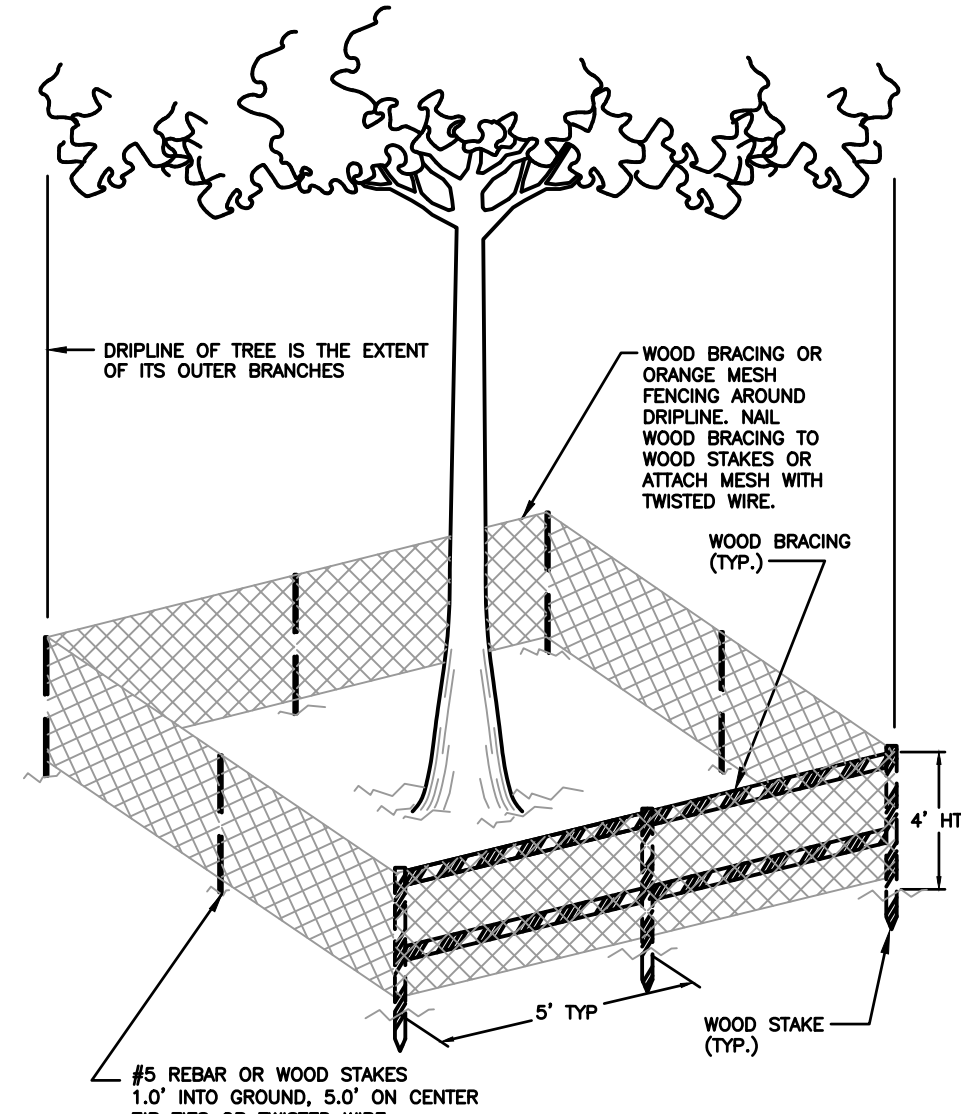
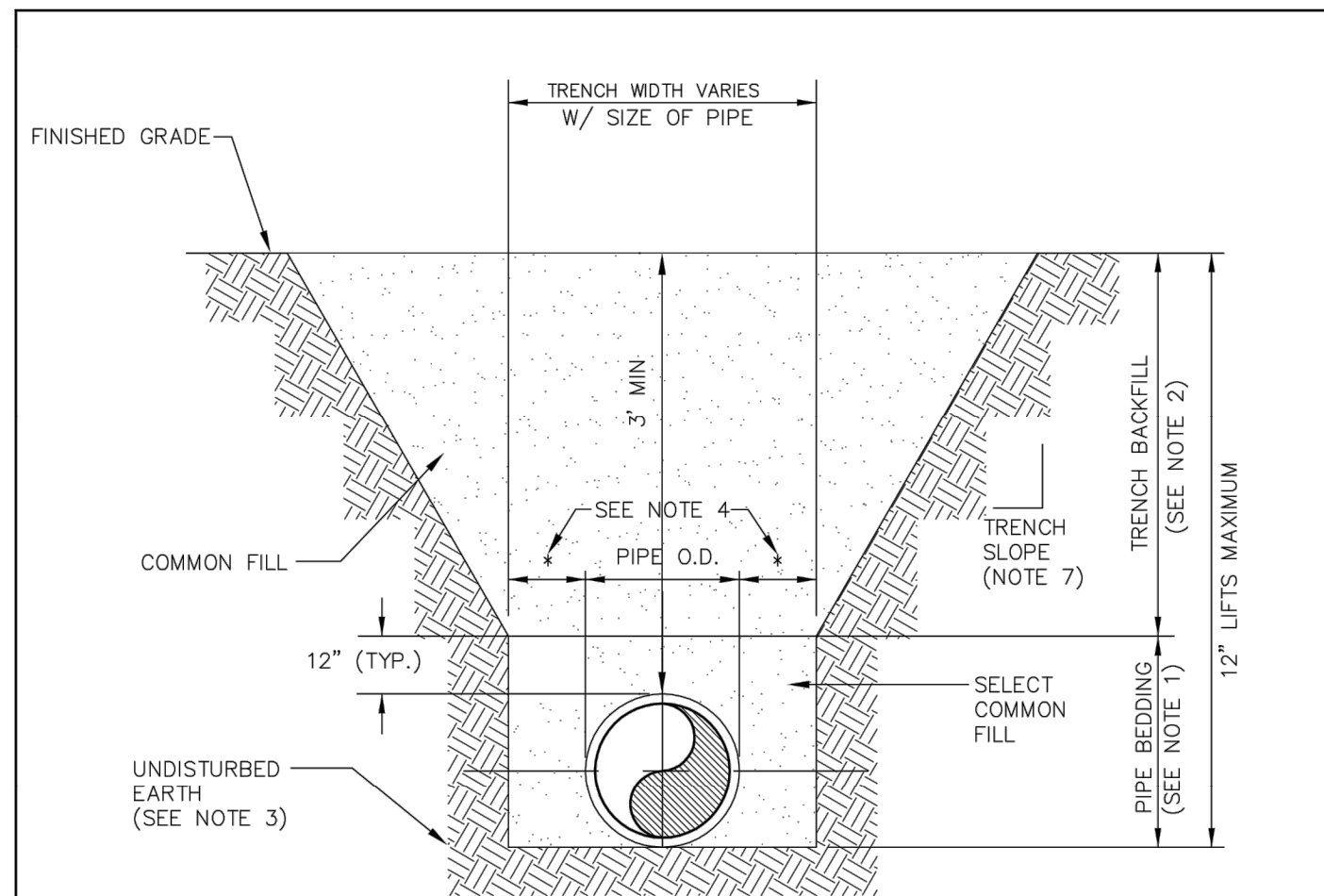
Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).



Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

**TYPICAL DETAIL — TYPE III
EROSION CONTROL — SILT FENCE**

NOT TO SCALE

**TREE PROTECTION BARRICADE****NOTES:**

- PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
- TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180, (98% DENSITY REQUIRED UNDER DRIVEWAYS, PAVEMENT AND STRUCTURES).
- PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "A" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY.
- (*) 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
- WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
- ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF FLOW.
- REFER TO OSHA REQUIREMENTS FOR SLOPING, SHEETING AND BRACING IN EXCAVATIONS.
- FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.



STANDARD CONSTRUCTION DETAIL
TYPE "B" BEDDING AND TRENCH
(TYPICAL FOR WATER, SEWER, FORCE MAIN, STORM
DRAIN AND RECLAIMED WATER MAIN INSTALLATIONS)
9/10

FILE NAME:
S28.DWG
DETAIL REF:
S-28

Mead & Hunt
Mead and Hunt, Inc.
2440 Deming Way
Middleton, WI 53562
phone: 608-273-6380
meadhunt.com

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and hold harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

**CITY OF HOLLY HILL
FERNDALE ST & MAGNOLIA AVE
DRAINAGE IMPROVEMENTS**

ISSUED

NOT FOR CONSTRUCTION

M&H NO.: 1000710-171316.01
DATE: JULY 31, 2018
DESIGNED BY: AMG
DRAWN BY: ADK - SEM
CHECKED BY:

DO NOT SCALE DRAWINGS

SHEET CONTENTS

GENERAL DETAILS

SHEET NO.

C-502



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

**City Commission
Agenda Item**

6.3

MEETING DATE: March 23, 2021
FROM: Joseph Forte
SUBJECT: Request for Lien Reduction - 1498 Graham Avenue
NUMBER: (ID # 3252)
APPLICANT:
PLANNER:

DISCUSSION:

The entire code enforcement file can be found in the Code Enforcement office upon request.

The City has received a request for a Reduction of Lien “code enforcement liens” that have been placed on the real property located at 1498 Graham Avenue, Holly Hill, FL 32117. The property is currently owned by Balazs Staudinger.

According to the Claim of Lien created on March 5, 2017, the property has been accumulating fines for violations of City Ordinance 114-793 regarding commercial vehicles parked in the front yard as well as violations of the International Property Maintenance Code. The Special Masters Conclusion of Law indicated that the violations of the property Maintenance Code had been corrected however, the parking of the large commercial vehicle continued past the due date.

The order of lien has applied a Special Master fee of \$250.00 plus \$25.00 per day per violation against the property. The fine began accumulating on August 25, 2015. As of the request for a lien reduction, the amount of the lien was \$18,475.00 plus administrative costs.

The property is in compliance and therefore qualifies for a lien reduction.

I negotiated with the property owner for an agreed upon settlement of **\$1336.97**.

Direct expenses to the City include:

Finance Dept.	$\$13.30 + 35\% \times 1$	= \$ 19.95
Code Enforcement	$\$15.30 + 35\% \times 5$	= \$ 103.27
Total Admin Cost		= \$123.22
Original Special Master Fines	$\$250.00 \times 1$	= \$250.00
Filing Fee		\$20.00
Release of lien fee		\$20.00

Agenda Item (ID # 3252)

Meeting of March 23, 2021

Citation	\$100.00
TOTAL fees	\$513.22
Plus 5% of original lien	\$923.75
Total lien payoff	\$1336.97

FISCAL ANALYSIS:

City will receive payment for administrative and direct costs in the amount of **\$1336.97**.

STAFF RECOMMENDATION:

Reduce the lien from \$18,475.00 to the amount of **\$1336.97**. The City shall not release the \$18,475.00 lien amount until payment has been received in the amount of **\$1336.97**. If payment is not received by 5:00 PM on April 6, 2021 the full amount of the lien shall remain in place without an option to reduce the fine in the future.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an administrative fee in the amount of **\$1336.97** payable no later than 5:00 PM on April 6, 2021. Failure to pay the lien by this date and time will cause the entire lien to remain upon the property and be subject to foreclosure.

- 1498 Graham Ave Lien Reduction (PDF)

Lien Reduction Request Information Sheet

Property Address: 1498 Graham Date Prepared: 3/11/2021Owner of Property: Balazs StaudingerDate of Notice of Violation: 6/26/2015

Violations:

1. 114-793 Comm. Vehicle Date of Compliance 9/1/2017 Exhibit 1

2. _____ Date of Compliance _____ Exhibit _____

3. _____ Date of Compliance _____ Exhibit _____

4. _____ Date of Compliance _____ Exhibit _____

5. _____ Date of Compliance _____ Exhibit _____

6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 7/29/2015 Daily Fines Start Date: 8/24/2015Daily Fines of \$ 25.00 for 739 days equals \$18,475.00 Dollars

Daily Fines of \$ _____ for _____ days equals _____ Dollars

Notes if Applicable:

Fiscal Analysis:

_____ Grass Cutting

250.00 Special Master Administrative Fine(s)18,475.00 Daily Accumulated Fines_____ 10.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

_____ Code Enforcement Cost (Amount of Staff Hours: 5)_____ 10.00 Lien Release Fees_____ 100.00 Other: Citation

_____ Subtotal

_____ Interest

_____ TOTAL

Brian 1 hr
Joe 1 hr

Prepared 3/12/21,10:27:31
 Program HTDFTAL
 User ID HLLHRSA

Case Master Inquiry - (CEN200I001)
 Screen detail for Program: CE CEN200I, Fees
 Case 19-00001188

Page

Property Information

Address: 1498 GRAHAM AVE
 HOLLY HILL, FL 321172127
 Location ID: 9654
 PARCEL NUMBER: 4 2 42 43 04 2510
 Short Parcel ID:
 Zoning: R-3 R3 SFR - MEDIUM DENSITY
 Subdivision:

Property Address Map

1498 GRAHAM AVE HOLLY HILL, FL 321172127 .00 .00 X 424243042510 9654

Case General Information

Case status: CL CLOSED
 Status date: 3/11/2021
 Case type: RPM RESIDENTIAL PROPERTY MAINT
 Reported date: 8/10/2019
 Origination: AD ADMINISTRATION COMPLAINT
 Default inspector: CLT
 Credit balance: .00

Owner Information

Owner name: STAUDINGER, BALAZS
 Address: 1498 GRAHAM AVENUE
 City: HOLLY HILL, FL 321172127
 Phone: 0
 Notice: Y
 Flip: Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
COMM. VEHICLES/TRAILERS	LI	FRONT YARD	1	8/10/2019	11/12/2019

Case Data

Description	Data
CN CORRECTION DATE	
NOV POTENTIAL HEARING DA	
SPECIAL MASTER HEARING D	
2ND MAILING ADDRESS	
FINE	

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount
Lien paid								
40	SPEC MAG ADM FEE	250.00	250.00	.00	8/10/2019		.00	250.00
	.00							
50	SPEC MAG DAILY FINE	18475.00	18475.00	.00	8/24/2015	9/01/2017	25.00	.00
	.00							

Attachment: 1498 Graham Ave Lien Reduction (3252 : Request for Lien Reduction - 1498 Graham Avenue)

Prepared 3/12/21,10:27:31
 Program HTDFTAL
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Case Master Inquiry - (CEN200I001)
 Screen detail for Program: CE CEN200I, Fees
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Page

Type Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount
Lien paid							
	(Continued)						
		18725.00	18725.00				250.00
.00							

Attachment: 1498 Graham Ave Lien Reduction (3252 : Request for Lien Reduction - 1498 Graham Avenue)

MEMORANDUM

DATE: MARCH 11, 2021

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 19-1188
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **\$18,725.00** in this case.

Staff feels this application meets the requirements to proceed with the Request for Reduction of Lien.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

- (1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

☐ FAILS
☒ DOES NOT FAIL

- (2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.

☐ FAILS
☒ DOES NOT FAIL

Attachment: 1498 Graham Ave Lien Reduction (3252 : Request for Lien Reduction - 1498 Graham Avenue)

Staff Findings: No title insurance policy was issued when ownership was transferred; therefore, the request does not fail the established guideline.

- (3) A request for a waiver of reduction in lien shall not be granted if the Board of County Commissioners has previously reduced the amount of the lien. This statement applies whether or not the request is received from the original applicant for reduction or subsequent applicant.

☐ FAILS

☒ DOES NOT FAIL

Staff Findings: To the best of staff's knowledge, there has never been a request of the Board of County Commissioners to reduce the lien; therefore, the request does not fail the established guideline.



Joseph Forte
CITY Manager

☒ APPROVED FOR CONSIDERATION BY BCC

☐ DENIED

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I BALAZS STAUDINGER, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s))

1498 GRAHAM AVE HOLLY HILL ; 32117

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of \$ _____ for Case No. _____, and affirm that is hereby designated to act as my / our authorized agent and to file the attached application for the above stated request and make binding statements and commitments regarding the request.

BALAZS STAUDINGER

Owner's Name

Owner's Name

Balazs Staudinger Balazs Staudinger

Owner's Signature

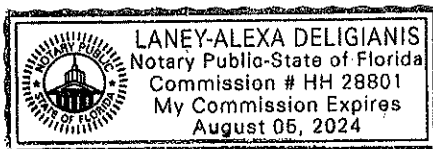
Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Volusia County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 10th day of March, 2021.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Balazs Staudinger, who is personally known to me or who has produced drivers license as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of March, 2021.



[Signature]
Notary Public in and for the County and State
Aforementioned

CITY OF HOLLY HILL

CASE # 19-1188**REQUEST FOR REDUCTION OF LIEN**

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: BALA'ZS STAUDINGERProperty Address: 1498 GRAHAM AVE ; HOLLY HILL 32117

Phone number(s) where you can be reached during the day:

386.265.7566 cell 386.265.7566Is the property now in compliance? ☒ YES ☐ NO

(If No, explain in detail) _____

Are you claiming financial hardship? ☐ YES ☒ NOAre you claiming medical hardship? ☐ YES ☒ NO

Attachment: 1498 Graham Ave Lien Reduction (3252 : Request for Lien Reduction - 1498 Graham Avenue)

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: _____

Relationship: _____

I, BALAZS STANDING, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

MY TRAILER WAS PARKED ON THE DRIVEWAY; CODE ENFORC. LET ME KNOW I COULD NOT DO THAT. I AGREED, I BUILT FENCE (2X) AND PARKED MY TRAILER IN THE BACK. TODAY I DISCOVERED I MISSED SOME HEARING WHERE I WAS FINED \$350.00 FOR ~~BEING~~ ON THE DRIVEWAY. SOMEHOW THE \$350.00 BECAME \$19,000+ EVEN THOUGH I HAVE BEEN PARKING BEHIND THE FENCE FOR YEARS NOW. I AM CONFUSED BECAUSE I SEE MANY TRAILERS PARKING ON DRIVEWAYS IN HOLLY HILL. I MADE \$24,000. LAST YEAR I CAN NOT PAY THE CITY \$19,000. I WORK HARD LABS EVERY DAY MON-SAT TO PAY MY BILLS. I WORKED TIRELESSLY TO IMPROVE NOT ONLY MY PROPERTY BUT THE OVERALL VALUE OF GRAHAM AVE AND HOLLY HILL; I HAVE EVEN USED MY ^{OWN} FUNDS TO PAY OTHER PPLS ~~YEAH~~ ^{TO BE} ^{MOVIE} ^{LAW} ^{RED.}

Date: 03/09/2021

Signed: Balazs Standing

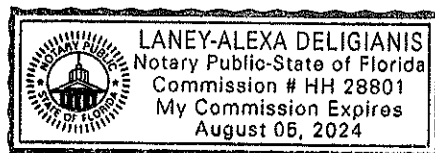
Print Name: BALAZS STANDING

Attachment: 1498 Graham Ave Lien Reduction (3252 : Request for Lien Reduction - 1498 Graham Avenue)

STATE OF Volusia
COUNTY OF: Florida

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Balazs Staudinger, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced drivers license as identification and did take an oath.

Date: 3/10/21



[Signature]
Notary Public

My Commission Expires 8/5/24

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO
CODE ENFORCEMENT DEPARTMENT
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

03/15/2017 09:15 AM
Instrument# 2017-051586 # 1
Book: 7372
Page: 3642

Return To: (Enclose Self Addressed Envelope)	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This Instrument Prepared by:	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 4242-43-04-2510	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Kurt Swartzlander, Finance Director

Who was duly sworn and says he/she is (the lienor herein) (the agent herein)
City of Holly Hill
(Lienor's Name)

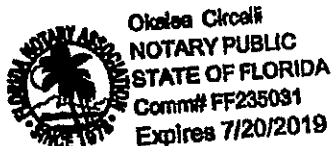
whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

And in accordance with a service with Balazs Staudinger & Monika Vajas
Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)
Commercial vehicles, trailer and equipment in a residential zoned area. Daily fines of \$25.00 start 8/24/15.

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
LOTS 251 & 252 BLK 4 POWERS SUB MB 9 PAGE 111 PER OR 4750 PG 1907 PER OR 5604 PG 0468 PER OR 5637 PG 3014 PER OR 5678 PG 4661 PER OR 6070 PG 3038 PER OR 6198 PGS [REDACTED]
1498 Graham Ave, Holly Hill, FL 32117

owned by with Balazs Staudinger & Monika Vajas

of a total value of Twenty Five Dollars (\$25.00) a day until property comes into compliance,
which remains unpaid as of March 10, 2017.



Lienor: City of Holly Hill
By [Signature] (Agent)
Print Name: Kurt Swartzlander

Sworn to and subscribed before me this 10 day of March 2017

[Signature]
Notary Public

03/15/2017 09:15 AM
 Instrument# 2017-051585 # 1
 Book: 7372
 Page: 3641
 Laura E. Roth
 Volusia County, Clerk of Court

Return To: (Enclose Self Addressed Envelope)	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This instrument Prepared by:	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 4242-43-04-2510	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Kurt Swartzlander, Finance Director

Who was duly sworn and says he/she is (the lienor herein) (the agent herein)

City of Holly Hill

(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117

(Lienor's Address)

And in accordance with a service with Balazs Staudinger & Monika Vajas

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

Special Magistrate Administration fee \$250.00.

on the following described real property in Volusia County, Florida:

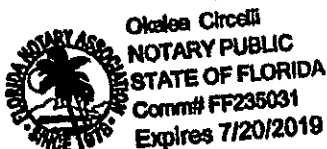
(Describe real property sufficiently for identification, including street and number, if known)

LOTS 251 & 252 BLK 4 POWERS SUB MB 9 PAGE 111 PER OR 4750 PG 1907 PER OR 5604 PG 0468 PER OR 5637 PG 3014 PER OR 5678 PG 4661 PER OR 6070 PG 3038 PER OR 6198 PGS [REDACTED]

1498 Graham Ave, Holly Hill, FL 32117

owned by with Balazs Staudinger & Monika Vajas

of a total value of Two hundred and Fifty Dollars (\$250.00)
 which remains unpaid as of March 10, 2017.



Lienor: City of Holly Hill
 By [Signature] (Agent)
 Print Name: Kurt Swartzlander

Sworn to and subscribed before me this 10 day of March, 2017

[Signature]
 Notary Public

**CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE HEARING
HOLLY HILL, FLORIDA**

**City of Holly Hill, a Political
Sub-division of the State of Florida**
Petitioner,

**Parcel No. 42-14-32-43-04-2510
Case No. 1043462**

-VS-

**Balazs Staudinger, Owner(s)
Monika Vajas, Owner(s)**

Respondent(s),

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 29th day of July 2015, and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That the Respondent(s), owner(s) of property located at 1498 Graham Avenue, Holly Hill, FL 32117 has been cited one hundred (\$100.00) dollars for violation of Sec. 114-793 - Commercial vehicles, trailers and equipment in residentially zoned areas. The types of vehicles and equipment specified in this section shall be prohibited from being parked or stored in the front, side or rear yard on residentially zoned property; Sec. 114-727(a) - Maintenance requirements. All fences shall be maintained in their original upright condition; and Sec. 114-792(c) - Missing boards, pickets, or posts shall be replaced in a timely manner with material of the same type and quality. According to the testimony of the Code Enforcement Officer, the commercial vehicle remains on the property with an expired tag. However, the fence has been corrected and no longer a violation on the property.

CONCLUSIONS OF LAW

That the Respondent(s), owner(s) of property located at 1498 Graham Avenue, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: 114-793 - Commercial vehicles, trailers and equipment in residentially zoned areas. The types of vehicles and equipment specified in this section shall be prohibited from being parked or stored in the front, side or rear yard on residentially zoned property.

That the Respondent has corrected the violation of Sec. 114-727(a) and Sec. 114-727(c) and therefore, those violations shall be dismissed with the understanding that any

further violations of the same Code of Ordinance within a one year period from the date of this order will be treated as a repeat offender and fined accordingly.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent(s) shall pay an administrative fine of two hundred and fifty (\$250.00) dollars, which if not paid in ninety days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County Florida, said property to include, but not necessarily limited to that described above.

If violation 114-793 - Commercial vehicles, trailers and equipment in residentially zoned areas is not brought into compliance in five (5) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist.

The Respondent(s) has corrected the violation of Sec. 114-727(a) - Maintenance requirements. All fences shall be maintained in their original upright condition; and Sec. 114-792(c) - Missing boards, pickets, or posts shall be replaced in a timely manner with material of the same type and quality and therefore, these violations shall be dismissed. Should Balazs Staudinger and Monika Vajas, located at 1498 Graham Avenue, Holly Hill, Florida 32117, be found non-compliant with the aforementioned code violations within one year of this order, the fine and fees assessed may be enhanced and treated as a repeat violation.

DONE AND ORDERED this 3rd day of August 2015, at Holly Hill, County of Volusia, Florida. *Aug 8*

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate

Attest: _____
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

Attachment: 1498 Graham Ave Lien Reduction (3252 : Request for Lien Reduction - 1498 Graham Avenue)

Instrument# 2017-051586 # 4
Book : 7372
Page : 3645
Laura E. Roth
Volusia County, Clerk of Court

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____ day of August, 2015 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Balazs Staudiner
1498 Graham Avenue
Holly Hill, Florida 32117

Monika Vajas
1498 Graham Avenue
Holly Hill, Florida 32117

Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, Robert Hutchison, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.



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

**City Commission
Ordinance**

MEETING DATE: March 23, 2021
FROM: Brian Walker
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Volusia County Florida, Annexing by Voluntary Petition Approximately 1.45 Acres Identified as Parcel Numbers 4242-31-01-0270 and 4242-31-01-0280 Contiguous to the City of Holly Hill; Redefining Boundaries of the City of Holly Hill to Include Said Property and the Adjacent Rights-Of-Way of North Nova Road and Old Kings Road; Directing the City Clerk to File the Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Volusia County and with the Department of State; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.**
NUMBER: 2021-O-3037
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

This request is to annex two parcels totaling approximately 1.45 acres, located approximately 500 feet south of Flomich Street between N Nova Road and Old Kings Road. The parcels abut one another and are more specifically known as 1529 Old Kings Road and 1860 N Nova Road. This application precedes a comprehensive plan amendment (CPA-2021-03) and a Rezone (Z-2021-03).

BACKGROUND:

The subject parcels are located approximately 500 feet south of Flomich Street between N Nova Road and Old Kings Road. (Refer to location map.) The parcels are developed commercially with a fence sales business and a car lot. The applicant has submitted a petition for voluntary annexation.

DISCUSSION:

Florida Statutes Section 171.044 present the requirements for voluntary annexation. The parcels are contiguous to the city limit. Both parcels are under common ownership. The annexation will result in a city limit that is reasonably compact and does not create an enclave. Therefore, the request meets the statutory requirements.

This request precedes a request for a comprehensive plan amendment and rezone. The proposed

comprehensive plan map amendment will request General Commercial future land use, and the proposed rezone will be to CC-1 (Corridor Commercial), which is consistent with the abutting property in the City of Holly Hill.

FINANCIAL IMPACTS:

No financial impacts are expected other than a minor increase in taxable value.

BOARD OF PLANNING AND APPEALS RECOMMENDATION:

At its regular meeting on March 1, 2021, the Board of Planning and Appeals voted unanimously to recommend approval of the petition to annex the properties known as 1529 Old Kings Road and 1860 N Nova Road.

RECOMMENDATION:

Recommend the City Commission annex two parcels totaling approximately 1.45 acres, along with the adjacent rights of way, located approximately 500 feet south of Flomich Street between N Nova Road and Old Kings Road, and more specifically known as 1529 Old Kings Road and 1860 N Nova Road.

ATTACHMENTS:

- Exhibit A - Legal Description (PDF)
- Exhibit B - Property Map (PDF)
- Aerials (PDF)
- PA Information Sheets (PDF)
- Survey (PDF)
- Location of County Property with Respect to City Property (PDF)

HISTORY:

03/09/21

City Commission

APPROVED AT 1ST READING

Next: 03/23/21

Brian Walker, City Planner briefly went over the staff report within the agenda packet with the Mayor and City Commissioners regarding the voluntary petition for annexation into Holly Hill. Mr. Walker stated the request is to annex two parcels totaling approximately 1.45 acres, located approximately 500 feet south of Flomich Street between N Nova Road and Old Kings Road. The parcels abut one another and are more specifically known as 1529 Old Kings Road and 1860 N Nova Road. This application precedes a comprehensive plan amendment (CPA-2021-03) and a Rezone (Z-2021-03). Some background history on the parcels: the subject parcels are located approximately 500 feet south of Flomich Street between N Nova Road and Old Kings Road and they are developed commercially with a fence sales business and a car lot. The applicant has submitted a petition for voluntary annexation for both parcels. Both parcels are under common ownership. The annexation will result in a city limit that is reasonably compact and does not

create an enclave. Therefore, the request meets the statutory requirements. Mr. Walker stated that this request precedes a request for a comprehensive plan amendment and rezone. The proposed comprehensive plan map amendment will request General Commercial future land use, and the proposed rezone will be to CC-1 (Corridor Commercial), which is consistent with the abutting property in the City of Holly Hill. The Board of Planning and Appeals met at their regular meeting on March 1, 2021 and voted unanimously to recommend approval to the City Commission of the petition to annex the properties known as 1529 Old Kings Road and 1860 N Nova Road totaling approximately 1.45 acres, along with the adjacent rights-of-way, located approximately 500 feet south of Flomich Street between the two parcels as mentioned earlier.

Mayor Via opened public participation. No one spoke.

Ordinance No. 2021-3037

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY FLORIDA, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 1.45 ACRES IDENTIFIED AS PARCEL NUMBERS 4242-31-01-0270 AND 4242-31-01-0280 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHTS-OF-WAY OF NORTH NOVA ROAD AND OLD KINGS ROAD; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY FLORIDA, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 1.45 ACRES IDENTIFIED AS PARCEL NUMBERS 4242-31-01-0270 AND 4242-31-01-0280 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHTS-OF-WAY OF N NOVA ROAD AND OLD KINGS ROAD; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Joseph Jaquish, owner of the real property described herein; and

WHEREAS, the owner filed, pursuant to Florida Statue 171.044, a petition for voluntary annexation of said property as described in Attachment A into the municipal limits of the City of Holly Hill; and

WHEREAS, the City Commission of the City of Holly Hill, has determined all of the property which is proposed to be annexed into the City of Holly Hill is within an

unincorporated area of Volusia County, is contiguous to the City of Holly Hill, and is reasonably compact; and

WHEREAS, the map attached hereto as Exhibit B shows the property which is proposed to be annexed into the City of Holly Hill; and

WHEREAS, Exhibit “A” is the legal description of the property which is proposed to be annexed into the City of Holly Hill.

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

SECTION 1. The City Commission of the City of Holly Hill, based upon the above findings, hereby annexes into the City of Holly Hill by voluntary petition the following described property:

LEGAL DESCRIPTION: See Attached Exhibit “A”.

(Tax Parcel Numbers 4242-31-01-0270 AND 4242-31-01-0280 and the adjacent rights-of-way of N Nova Road and Old Kings Road)

SECTION 2. The City of Holly Hill city boundary is hereby amended to incorporate the above described property.

SECTION 3. That within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court, with the Chief Administrative Officer of Volusia County, and with the Department of State.

SECTION 4. That upon approval on first reading, the City Clerk is hereby directed to publish the Notice of Annexation required by Section 171.044(2), Florida Statutes, at least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Holly Hill.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 6. That all ordinances made in conflict with this Ordinance are hereby repealed.

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

**APPROVED AND AUTHENTICATED on this 23rd day of MARCH, 2021
for second and final reading.**

ATTACHMENT “A”
LEGAL DESCRIPTION

Parcel No. 424231010280 and Parcel No. 424231010270

Lot 28 and the Southerly 25 feet of an unnumbered parcel lying Northerly of Lot 28; and the Northerly 15 feet of Lot 27; and the Northerly 25 feet of Lot 8; and that part of Lot 7, Block 1, Larson Subdivision, as recorded in Map Book 11, Page 252, of the Public Records of Volusia County, Florida, lying Westerly of Nova Road (S.R. 415), excepting therefrom any said property lying within the former 100 foot right of way of Nova Road and further excepting that part of the property deeded to the Florida Department of Transportation in that Deed recorded in Official Records Book 3723, at Page 4557, of the Public Records of Volusia County, Florida. This parcel contains 36521.37 square feet, more or less.

And

The Southerly 85 feet of Lot 27; and that part of Lots 8 and 9 West of State Road 415, lying between the North and South lines of the Southerly 85 feet of Lot 27, extended, Block 1, LARSEN, according to the plat thereof recorded in Map Book 11, Page 252, Public Records of Volusia County, Florida, less and except that portion Deeded to the State of Florida, Department of Transportation in Official Records Book 3640, page 1717, Public Records of Volusia County, Florida. This parcel contains 26512.37 square feet, more or less.

MYER LAND SURVEYING

Incorporated

Michael M. Myer, Professional Surveyor and Mapper

Bachelor of Land Surveying, University of Florida

Phone 386 255-6304

myerlandsurveying@gmail.com

Description for parcels combination

Parcel No. 42423101280 and Parcel No. 42423101270

Lot 28 and the Southerly 25 feet of an unnumbered parcel lying Northerly of Lot 28; and the Northerly 15 feet of Lot 27; and the Northerly 25 feet of Lot 8; and that part of Lot 7, Block 1, Larson Subdivision, as recorded in Map Book 11, Page 252, of the Public Records of Volusia County, Florida, lying Westerly of Nova Road (S.R. 415), excepting therefrom any said property lying within the former 100 foot right of way of Nova Road and further excepting that part of the property deeded to the Florida Department of Transportation in that Deed recorded in Official Records Book 3723, at Page 4557, of the Public Records of Volusia County, Florida. This parcel contains 36521.37 square feet, more or less.

And

The Southerly 85 feet of Lot 27; and that part of Lots 8 and 9 West of State Road 415, lying between the North and South lines of the Southerly 85 feet of Lot 27, extended, Block 1, LARSEN, according to the plat thereof recorded in Map Book 11, Page 252, Public Records of Volusia County, Florida, less and except that portion Deeded to the State of Florida, Department of Transportation in Official Records Book 3640, page 1717, Public Records of Volusia County, Florida. This parcel contains 26512.37 square feet, more or less.

Description prepared by:



Michael M. Myer, PSM SL4006

EXHIBIT B



Property Location Map

Attachment: Exhibit B - Property Map (2021-O-3037 : Annexation - 1860 N. Nova Rd. and 1529 Old Kings Rd.)

AERIAL MAPS

1529 Old Kings Rd.



1680 N Nova Road



Attachment: Aerials (2021-O-3037 : Annexation - 1860 N. Nova Rd. and 1529 Old Kings Rd.)

Home	Search ▼	Downloads	Exemptions	Agriculture	Maps	Tangible	Links	Contact
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Summary

Land & Agriculture

Bldg(s) - Residential

Bldg(s) - Commercial

Misc Improvements

Bldg(s) - Sketch

Values

Permits

Map

Pictometry

Altkey: 3194799
JAQUISH JOSEPH P

Parcel ID: 424231010280
1860 N NOVA RD , DAYTONA BEACH

Parcel

Short Parcel Id 424231010280
Property Location 1860 N NOVA RD, DAYTONA BEACH, 32117
PC Code 2700 - AUTO SALES
Total Bldgs 2
Neighborhood 7250 - NOVA RD - HOLLY HILL
Business Name
Homestead Property No

Primary Owner

Owner JAQUISH JOSEPH P
DOUGLAS W POWELL SR
In Care Of
Mailing Address 1152 LANDERS ST
ORMOND BEACH FL 32174

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	JAQUISH JOSEPH P	DOUGLAS W POWELL SR	100	O - O

Legal

Millage Group 200-UNINCORPORATED - NORTHEAST
Legal Description N 25 FT OF LOT 8 W OF ST RD 415 & N 15 FT OF LOT 27 & LOT 28 BLK 1 LARSEN SUB MB 11 PG 252 & INC S 25 FT OF UNPLATTED PART ADJ ON N EXC PT IN RD PER DB 558 PG 350 PER OR 1824 PG 1925 & EXC PT FOR RD WIDNG BEING E 19.77 FT PER OR 4554 PG 2427
Map TWP-RNG-SEC 14 - 32 - 42
Subdivision-Block-Lot 31 - 01 - 0280
Date Created 26-DEC-81
Year Annexed

Special Assessment

Project #	Description	Units	Rate	Amount
5030	VOLUSIA COUNTY STORMWATER	2.85	\$72.00	\$205.20

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
4554 / 2427	WD-WARRANTY DEED	2000090644	05/15/2000	I	\$210,000
4417 / 4064	QC-QUIT CLAIM DEED	1999066893	03/15/1999	I	\$1
1824 / 1925	WD-WARRANTY DEED		03/15/1976	I	\$35,000

County Links

Property Tax Bill [CLICK HERE](#)
Link to Permits [CLICK HERE](#)

Other Links

Google Street Address [CLICK HERE](#)
Bing Maps [CLICK HERE](#)

1 of 1

[Return to Search Results](#)

Actions

[Neighborhood Sales](#)
[Printable Summary](#)
[Printable Version](#)

Reports

[Export to Excel - Real Prope](#)
[Mailing List](#)
[Proposed Tax Notice](#)

[Go](#)

Links

[Search Help](#)

Attachment: PA Information Sheets (2021-O-3037 : Annexation - 1860 N. Nova Rd. and 1529 Old Kings Rd.)

Home	Search ▼	Downloads	Exemptions	Agriculture	Maps	Tangible	Links	Contact
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Summary

Land & Agriculture

Bldg(s) - Residential

Bldg(s) - Commercial

Misc Improvements

Bldg(s) - Sketch

Values

Permits

Map

Pictometry

Altkey: 3194781
JAQUISH JOSEPH

Parcel ID: 424231010270
1529 OLD KINGS RD , DAYTONA BEACH

Parcel

Short Parcel Id 424231010270
Property Location 1529 OLD KINGS RD, DAYTONA BEACH, 32117
PC Code 4000 - VACANT INDUS
Total Bldgs 0
Neighborhood 7250 - NOVA RD - HOLLY HILL
Business Name
Homestead Property No

Primary Owner

Owner JAQUISH JOSEPH
In Care Of
Mailing Address 1152 LANDERS ST
ORMOND BEACH FL 32174

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	JAQUISH JOSEPH		100	O - O

Legal

Millage Group 200-UNINCORPORATED - NORTHEAST
Legal Description S 85 FT OF LOT 27 & THAT PT OF LOTS 8 & 9 W OF RD 415 LYING BETWEEN N & S/LS OF S 85 FT OF LOT 27 EXTENDED BLK 1 LARSEN SUB MB 11 PG 252 PER OR 2216 PG 901 EXC PT FOR RD WIDENING BEING E 19.77 FT PER OR 4563 PG 464
Map TWP-RNG-SEC 14 - 32 - 42
Subdivision-Block-Lot 31 - 01 - 0270
Date Created 26-DEC-81
Year Annexed

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
4563 / 0464	WD-WARRANTY DEED	2000107884	06/15/2000	V	\$79,500
2216 / 0901	WD-WARRANTY DEED		11/15/1980	V	\$100

County Links

Property Tax Bill CLICK HERE
Link to Permits CLICK HERE

Other Links

Google Street Address CLICK HERE
Bing Maps CLICK HERE

1 of 1

Return to Search Results

Actions

Neighborhood Sales
Printable Summary
Printable Version

Reports

Export to Excel - Real Prope
Mailing List
Proposed Tax Notice

Go

Links

Search Help

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Last Updated: 23/Sep/2019

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Attachment: PA Information Sheets (2021-O-3037 : Annexation - 1860 N. Nova Rd. and 1529 Old Kings Rd.)

GENERAL LEGEND

- Legal Description:**

And:

GENERAL NOTES:

-
- A circular seal for a Professional Surveyor & Mapper in the State of Florida. The outer ring contains the text "MICHAEL M. MYER" at the top and "PROFESSIONAL SURVEYOR & MAPPER" at the bottom. Inside the ring, the word "LICENSE" is at the top, "No. 4006" is in the center, and "STATE OF FLORIDA" is at the bottom. A small star is positioned between "No. 4006" and "STATE OF FLORIDA".

Packet Pg. 491

Subject Property Location Abutting CC-1 Zoned Property in Holly Hill

