

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • MARCH 26, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation
- c. Pledge of Allegiance

2. POSITIVITY AWARD - HANSARD'S SERVICE CENTER

- 1. Positivity Award - Hansard's Service Center
(Requested by Valerie Manning, City Clerk)

3. PRESENTATIONS

- 1. Honoring Martin "Marty" Warrington for 28 Years of Service to the City of Holly Hill
(Requested by Antoine Khoury, Public Works)
- 2. Honoring James "Jim" Kenney for 30.5 Years of Service to the City
(Requested by Valerie Manning, City Clerk)
- 3. Teacher of the Year 2019 - Penelope Aguilar
(Requested by Valerie Manning, City Clerk)
- 4. Mayor for a Day - Certificate of Recognition - Anasette Gentilhomme
(Requested by Valerie Manning, City Clerk)
- 5. Proclamation - Child Abuse Prevention Month - April 2019
(Requested by Valerie Manning, City Clerk)
- 6. Proclamation - April is Water Conservation Month
(Requested by Valerie Manning, City Clerk)

4. PUBLIC COMMENTS**5. APPROVAL OF MINUTES**

- 1. Minutes - March 12, 2019 Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

6. CONSENT AGENDA - NONE

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?

7. REGULAR AGENDA

1. Seawall Repair / Replacement Assessment From Hurricane Irma in 2017 the Sunrise Park North and Riverside Park Seawalls Incurred Damages. Staff Requests to Issue Work Orders to Sea Diversified for Continuity of Design Standards and Approaches Between the Seawalls and the Already Issued Work Order for the Pier Design.

(Requested by John McKinney, Finance)

2. American Legion Post 120 Request to Have Fees Associated with a Special Event Waived

(Requested by Joseph Forte, City Manager)

3. Boys with a Purpose (BWAP) is Requesting to Have the Fees Associated with the Use of Sica Hall on May 29, 2019 from 6:00 Pm - 8:00 Pm Waived.

(Requested by Joseph Forte, City Manager)

4. Goals and Objectives 2019

(Requested by Joseph Forte, City Manager)

8. PUBLIC HEARINGS

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

9. COMMUNICATIONS

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

10. 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

POSITIVITY AWARD (ID # 2450)

Meeting: 03/26/19 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2450

2.1

Positivity Award - Hansard's Service Center

This month's Positivity Award was chosen by City Commissioner Roy Johnson, District 4.

HOLLY HILL
F L O R I D A
POSITIVITY
AWARD

**Thank You for Making Our Community
Positively Awesome!**

HANSARD'S SERVICE CENTER

March 26, 2019

Chris Via, Mayor



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 2467)

Meeting: 03/26/19 07:00 PM
Department: Public Works
Category: Presentation
Prepared By: Beth Wrenn
Initiator: Antoine Khoury
Sponsors:
DOC ID: 2467

3.1

Honoring Martin "Marty" Warrington for 28 Years of Service to the City of Holly Hill

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RECOGNIZING MARTIN "MARTY" WARRINGTON FOR HIS 28 YEARS OF SERVICE TO THE CITY OF HOLLY HILL AND ITS CITIZENS.

WHEREAS, Martin "Marty" Warrington began his career with the City of Holly Hill on March 25, 1991 as a Maintenance Worker I in the Public Works Department; and

WHEREAS, it was quickly apparent that Marty had great talent and he was promoted to Tradesworker on February 1, 1993; and

WHEREAS, Marty has been called upon throughout his career to serve as Acting Facilities Supervisor; and

WHEREAS, Marty has provided the City with construction, plumbing, HVAC, carpentry, roofing, electric and all other trades entrusted to him with great skill, precision and creativity; and

WHEREAS, Marty's impeccable work ethic and outstanding performance has earned Marty recognitions including City Employee of the Year; and

WHEREAS, Marty has proven to be a dependable employee, dedicated worker, and leaves a legacy of extraordinary contributions to the city.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF MARTIN "MARTY" WARRINGTON FOR HIS 28 YEARS OF OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF HOLLY HILL AND WISH HIM WELL IN HIS RETIREMENT AND THROUGH HIS FUTURE ENDEAVORS.

BE IT RESOLVED BY THE CITY COMMISSION, ADOPTED THIS 26TH DAY OF MARCH, 2019.

City of Holly Hill, Florida

Chris Via, Mayor



**A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, RECOGNIZING MARTIN “MARTY”
WARRINGTON FOR HIS 28 YEARS OF SERVICE TO THE
CITY OF HOLLY HILL AND ITS CITIZENS.**

WHEREAS, Martin “Marty” Warrington began his career with the City of Holly Hill on March 25, 1991 as a Maintenance Worker I in the Public Works Department; and

WHEREAS, it was quickly apparent that Marty had great talent and he was promoted to Tradesworker on February 1, 1993; and

WHEREAS, Marty has been called upon throughout his career to serve as Acting Facilities Supervisor; and

WHEREAS, Marty has provided the City with construction, plumbing, HVAC, carpentry, roofing, electric and all other trades entrusted to him with great skill, precision and creativity; and

WHEREAS, Marty’s impeccable work ethic and outstanding performance has earned Marty recognitions including “*Employee of the Year 2000*”; and

WHEREAS, Marty has proven to be a dependable employee, dedicated worker, and leaves a legacy of extraordinary contributions to the City.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF MARTIN “MARTY” WARRINGTON FOR HIS 28 YEARS OF OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF HOLLY HILL AND WISH HIM WELL IN HIS RETIREMENT AND THROUGH HIS FUTURE ENDEAVORS.

BE IT RESOLVED BY THE CITY COMMISSION, ADOPTED THIS 26TH DAY OF MARCH, 2019.

City of Holly Hill, Florida

Chris Via, Mayor



Honoring James "Jim" Kenney for 30.5 Years of Service to the City

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RECOGNIZING JAMES "JIM" KENNEY FOR HIS 30.5 YEARS OF SERVICE TO THE CITY OF HOLLY HILL AND IT'S CITIZENS.

WHEREAS, James "Jim" Kenney began his career with the City of Holly Hill on September 26, 1988 as a Water Treatment Plant Operator in the Utilities Department; and

WHEREAS, over the course of several years and after obtaining his Class A Water license Jim was promoted to Water Treatment Plant Operator III; and

WHEREAS, on numerous occasions Jim was asked to step in as Acting Chief Water Treatment Plant Operator; and

WHEREAS, Jim has dedicated his career to ensuring that the citizens of the City of Holly Hill always had safe and clean drinking water as well as ensuring that the Water Treatment Plant was always kept up to standards; and

WHEREAS, with Jim's dedication to the City of Holly Hill he has earned multiple Employee of the Month recognitions; and

WHEREAS, Jim has been a loyal and dedicated employee, his work ethic and many contributions to the operation of the city's Water Treatment Facility will be an example for others to follow.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF JAMES "JIM" KENNEY FOR HIS 30.5 YEARS OF OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF HOLLY HILL AND WISH HIM WELL IN HIS RETIREMENT AND THROUGH HIS FUTURE ENDEAVORS.

BE IT RESOLVED BY THE CITY COMMISSION, ADOPTED THIS 26TH DAY OF MARCH, 2019.

City of Holly Hill, Florida

Chris Via, Mayor



**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA,
RECOGNIZING JAMES “JIM” KENNEY FOR HIS 30.5 YEARS
OF SERVICE TO THE CITY OF HOLLY HILL AND IT’S
CITIZENS.**

WHEREAS, James “Jim” Kenney began his career with the City of Holly Hill on September 26, 1988 as a Water Treatment Plant Operator in the Utilities Department; and

WHEREAS, Over the course of several years and after obtaining his Class A Water license Jim was promoted to Water Treatment Plant Operator III; and

WHEREAS, On numerous occasions Jim was asked to step in as Acting Chief Water Treatment Plant Operator; and

WHEREAS, Jim has dedicated his career to ensuring that the citizens of the City of Holly Hill always had safe and clean drinking water as well as ensuring that the Water Treatment Plant was always kept up to standards; and

WHEREAS, With Jim’s dedication to the City of Holly Hill he has earned multiple Employee of the Month recognitions; and

WHEREAS, Jim has been a loyal and dedicated employee, his work ethic and many contributions to the operation of the city’s Water Treatment Facility will be an example for others to follow.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF JAMES “JIM” KENNEY FOR HIS 30.5 YEARS OF OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF HOLLY HILL AND WISH HIM WELL IN HIS RETIREMENT AND THROUGH HIS FUTURE ENDEAVORS.

BE IT RESOLVED BY THE CITY COMMISSION, ADOPTED THIS 26TH DAY OF MARCH, 2019.

City of Holly Hill, Florida

Chris Via, Mayor



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 2446)

Meeting: 03/26/19 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2446

3.3

Teacher of the Year 2019 - Penelope Aguilar



PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
HONORING PENELOPE AGUILAR
“Teacher of the Year 2019”
TUESDAY, MARCH 26, 2019

WHEREAS, classroom teachers are the cornerstone of our educational system where teachers open the minds of all children; and

WHEREAS, no one person has a greater impact on the education of a child or so many opportunities to make lasting and life-long influences in the lives of so many as does the classroom teacher; and

WHEREAS, Volusia County schools are filled with caring and qualified professionals who are helping students learn more and live better lives; and

WHEREAS, the Teacher of the Year Program recognizes the contributions of exemplary teachers who set high expectations for their students and inspire them to excel; and

WHEREAS, the Teacher of the Year program is an effort to honor one teacher who is a representative of all excellent teachers in Volusia County, and ***Penelope Aguilar*** has been awarded ***Teacher of the Year 2019*** from the Holly Hill K-8 School where she has been teaching for 4 years and taught for 16 years in California totaling 20 years in education.

Now, Therefore, I, Chris Via, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby acknowledge and show its appreciation towards ***Penelope Aguilar***, this year’s ***Teacher of the Year 2019***.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City to be affixed this 26th day of March, 2019.

City of Holly Hill, Florida

Chris Via, Mayor



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 2465)

Meeting: 03/26/19 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 2465

**Mayor for a Day - Certificate of Recognition - Anasette
Gentilhomme**

Anasette Gentilhomme
3-13-19

If I Was Mayor

If I were the Mayor of Holly Hill, I would build a shelter for the homeless so that they can get back up on their feet. I wouldn't let them stay forever but just enough time for them to get back on their feet and start a new life.

If I were the Mayor of Holly Hill, I would help the teachers have all the resources to help children have a better future. I believe that many people can have a great future, but don't have the mentality to do so. I would help students understand that we are the future and we can do anything we put our mind to.

If I were the Mayor of Holly Hill, I would give the students better school lunch. I would help the cafeteria ladies understand that there is better food and it would also be good for many hidden chefs to be able to show their skills and have lots of young critics. I would make specific weeks for food from other parts of the world like Jamaica, Haiti, China, Mexico and more. I know it is time consuming but it's worth it.

Anasette Gentilhomme
3-13-19

The last thing I would as Mayor is ensuring the safety of the students and have them understand the dangers and how important it is to be safe. I would teach them that it is important to listen to people like teachers. I would have guards that ensure the safety the school and have a no shooting rule that I would create. I would teach the students the importance of the shootings and honor the students who died.



CERTIFICATE OF RECOGNITION
to
ANASETTE GENTILHOMME
“MAYOR FOR A DAY”

is presented on this 26th day of March, 2019

Chris Via, Mayor



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 2466)

3.5

Meeting: 03/26/19 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2466

Proclamation - Child Abuse Prevention Month - April 2019



**PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
DECLARING APRIL AS
CHILD ABUSE PREVENTION MONTH**

WHEREAS, Florida's future depends on nurturing the healthy development of over four million children in our state; and

WHEREAS, the abuse and neglect of children can cause severe, costly and lifelong problems; and

WHEREAS, every child has the right to be safe, healthy and educationally and developmentally on track; and

WHEREAS, research shows that parents and caregivers who have support systems and know how to seek help in times of trouble are more resilient and better able to provide safe environments and nurturing experiences for their children; and

WHEREAS, individuals, businesses, schools, and faith-based and community organizations must make children a top priority and take action to support the physical, social, emotional, and educational development and competency of all children; and

WHEREAS, the blue and silver pinwheel stands as a symbol of the health and happiness all children deserve; and

WHEREAS, during the month of April, in collaboration with the Governor's Office of Adoption and Child Protection and the Department of Children and Families, City of Holly Hill will support the statewide campaign promoting awareness of healthy child development, positive parenting practices, and the type of concrete support families need within their communities.

NOW, THEREFORE, I, Chris Via, Mayor of the City of Holly Hill, Florida, and on behalf of the City Commission, do hereby proclaim April 2019 as ***Child Abuse Prevention Month*** and urge all who read or hear this proclamation to engage in activities whose purpose is to strengthen families and communities to provide the optimal environment for healthy child development.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 26th day of March, 2019.

City of Holly Hill, Florida

Chris Via, Mayor



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 2470)

Meeting: 03/26/19 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 2470

Proclamation - 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 2019 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 26th day of March, 2019.

City of Holly Hill, Florida

Chris Via, Mayor



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

**City Commission
Agenda Item**

5.1

MEETING DATE: March 26, 2019
FROM: Valerie Manning
SUBJECT: Minutes - March 12, 2019 Regular City Commission Meeting
NUMBER: (ID # 2447)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from March 12, 2019 regular City Commission meeting.

MOTION:

Approve as submitted by staff.

- Minutes - March 12, 2019 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MARCH 12, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

Commissioner Johnson led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. POSITIVITY AWARD - NONE

3. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Ray Plate, 1580 Riverside Drive, Holly Hill, spoke about the digital speed signs on Riverside Drive that say 25 MPH. Shared his concerns about coming from Flomich Street area, there is no indication of the speed and requested another sign be placed there and offered to pay for it. Staff informed Mr. Plate that they will look into putting a sign there for safety.

Jim Schultz, 117 Harvard Drive, Ormond Beach, shared his concerns about various topics and the First Amendment, which is free speech.

Heidi Heller, 460 Ridgewood Avenue, Holly Hill, stated a couple of weeks ago when she addressed her concerns about a guardrail that she thought should be needed at 15th and Calle Grande and an intersection at 10th Street and US1. She attended the HUD Grant meeting and she was speaking with Steve Juengst about them and also about the pothole that was on her street, 6th and Carswell. Before the weekend happened, it was fixed and she wants to say thank you to Mr. Juengst.

Lynne Smith, 107 7th Street, Holly Hill, how many of the different businesses who were

affected by the change of signage, have applied for the sign grant and how many have come into compliance with the new regulations? Any idea?

Mr. Forte stated, no.

Mayor Via asked none have come into compliance?

Commissioner Currie stated didn't they have one come in for the sign grant?

Mr. Forte stated they had one ask about a sign grant.

Commissioner Currie stated, okay.

Mr. Forte stated but nobody has applied for a sign grant.

Mrs. Smith stated she was just checking because they were going to be so affected, she wanted to see what proactive steps are going to be taken on their part. She wanted to report from her park ambassador, that in picking up the garbage, he found a bag of needles in Sunrise Park towards the end where the one walkway is that goes around to Sunrise south, most used and some still new.

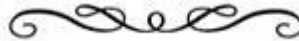
4. APPROVAL OF MINUTES

1.

Minutes - February 26, 2019 - Regular City Commission and CRA Meeting
(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 12th day of March, 2019, in Holly Hill



5. CONSENT AGENDA - ITEM (1)

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

1. -2019-R-22 Resolution

A Resolution of the City Commission of Holly Hill, Florida, Establishing Participation in the Senior Management Service Class; Providing for Authority to the City Manger for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts; Providing for Severability; and Providing an Effective Date.

(Requested by John McKinney, Finance)

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

RESOLUTION

2019-R-22

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, ESTABLISHING PARTICIPATION IN THE SENIOR MANAGEMENT SERVICE CLASS; PROVIDING FOR AUTHORITY TO THE CITY MANGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, ESTABLISHING PARTICIPATION IN THE SENIOR MANAGEMENT SERVICE CLASS; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS AND CONFLICTS; AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida State Legislature has established a separate class of membership within the Florida Retirement System to be known as the "Senior Management Service Class"; and

WHEREAS, participation in the Senior Management Service Class shall be designated by the City Commission of the City of Holly Hill, Florida as indicated in the Florida Statute Chapter 121; and

WHEREAS, the City Commission of the City of Holly Hill had previously designated the City Manager as part of the Senior Management Service Class as indicated in the Florida Statute Chapter 121; and

WHEREAS, the City Commission of the City of Holly Hill now designates the additional positions of the Assistant City Manager / Finance Director, Public Works Director / City Engineer, Community Development Director / City Planner and Human Resources Manager

as part of the Senior Management Service Class as indicated in the Florida Statute Chapter 121.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City Commission of the City of Holly Hill designates the following positions as the Senior Management Service Class: City Manager, Assistant City Manager / Finance Director, Public Works Director / City Engineer, Community Development Director / City Planner and Human Resources Manager.

SECTION 2. COMMISSION APPROVAL. The City may designate these positions for inclusion in the Senior Management Service Class of the Florida Retirement System, provided that the intent to designate the positions for inclusion in the class shall be published once a week for two (2) consecutive weeks in the local newspaper of jurisdiction. For those now designated it would be for all service performed effective April 1, 2019.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution.

SECTION 4. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. 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 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of MARCH, 2019.

Enacted and approved this 12th day of March, 2019, in Holly Hill



6. REGULAR AGENDA

1. -2019-R-23 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Agreement with Charter Communications Operating, LLC to Install and Maintain the VOIP Phone Solution Per RFP 19- IT-10, and Authorizing E the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by John McKinney, Finance)

Mayor Via opened public participation. No one spoke.

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

RESOLUTION

2019-R-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH CHARTER COMMUNICATIONS OPERATING, LLC TO INSTALL AND MAINTAIN THE VOIP PHONE SOLUTION PER RFP 19- IT-10, AND AUTHORIZING E THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH CHARTER COMMUNICATIONS OPERATING, LLC TO INSTALL AND MAINTAIN THE VOIP PHONE SOLUTION PER RFP 19-IT-10, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY;

AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill issued RFP 19-IT-10 VOIP Phone Solution to install and maintain telecommunications within the City; and

WHEREAS, Due to the condition of the current phone system replacement is required to maintain service life and technology advancement; and

WHEREAS, the City of Holly Hill desires to start a ten year agreement; and

WHEREAS, Charter Communications Operating, LLC herein known as Spectrum will perform the necessary installations and maintenance per the terms and conditions of RFP 19-IT-10 VOIP Phone Solution; and

WHEREAS, City staff recommends approval of the award to Spectrum.

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

SECTION 1. That the City Commission of the City of Holly Hill, Florida does hereby approve the agreement with Spectrum to perform the installation and maintenance of the city VOIP Phone Solution.

SECTION 2. That the City Manager of the City of Holly Hill is hereby authorized to execute the agreement with Spectrum to install the VOIP Phone Solution.

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

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

APPROVED AND AUTHENTICATED on this 12th day of MARCH, 2019.

Enacted and approved this 12th day of March, 2019, in Holly Hill



2.

Reduction of Lien Request - 1570 Hammock Drive - Property Owner Alumni Partners II, LLC - Lien on Property Are from Code Enforcement Liens

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation.

Heidi Heller, 460 Ridgewood Avenue, Holly Hill, stated after hearing what Mr. Forte said (referring to the staff report in the agenda packet), she has other concerns and some of them have been answered. Mr. Forte mentioned that there are other properties that the

Alumni Partners own and they have 93 according to the Property Appraiser here in Volusia County. He also mentioned that \$8,000 was spent by the Alumni Partners to clean it up but they didn't do a good job. If we are here to beautify the area and the land, they need to redo their land again. There was a fence on the north and south side, that needs to be replaced and they should put a fence up in the back. They should make it look like one of your neighbor's yard or your yard and not have it the way it is. The \$8,000 that was used to clean it up, it took a long time for that grass and weeds to grow. In fact, nine years because they haven't been doing it for nine years. They've been blighting the neighborhood. The city doesn't like people talking about Holly Hill in a disparaging way, that's one source of it. She doesn't think that proportion of liens should be granted to these people because of their intentional decision not to fix the property. They have also not paid property tax for nine years. It's not the city's concern, directly, but indirectly, they're not doing that. The Holly Hill part of that is \$439.00. That's it for nine years. Way different than what the people from the ordinances for display and can those people, from now on, if this passes, can they get a lien violation and let it accrue up nine years or however many years and only pay the same proportion? If the city is going to be fair to everybody? She is hoping that something else can be figured out. If there is a business going in, let them fix and maintain it accurately.

Mayor Via closed public participation.

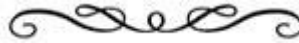
Commissioner Penny stated he thinks it's typical that lien reductions are brought before this Commission when there's a change in ownership. It's his understanding that the goal of Code Enforcement and the goal of liens is to come into compliance so that they can have a better city and have better properties. Although, you usually get people's attention by hitting them in the wallet but someone like this who is an absentee owner of that and is part of a hedge fund that's got close to 100 properties all over Volusia County, they don't really care about this property. It's unfortunate that, that's the way Code Enforcement rules work. That the liens just accumulate and accumulate and accumulate until someone, like the applicant tonight, buys it and wants to improve it. Commissioner Penny stated he can assure them that the new owner will be held to the city's Code Enforcement rules. He is in full favor of this. This is what is meant to be done. If the city held their guns to the original lien, the transfer of title would have never happened, the business would never expand, the city would never increase its tax base or our city would become stagnate. He wholeheartedly supports this.

Commissioner Currie stated she feels the same way as Commissioner Penny as far as the lien reduction. They've done it for several properties and the reason that they do that is to obtain compliance to try and get these properties in better condition, to a new owner who is going to be held to keep the Code Enforcement up on it because fortunately, she is very happy to see that this Commission has found it necessary to buckle down on its Code Enforcement and that is something she has ran on since she first ran for office in 2012. She is in support of it but as far as the outside sales people, that's apples and oranges. That is not the same thing the Commission is discussing. That is totally different from a lien reduction on a residence that wasn't taken care of, that had code violations, it stacked up and added up. Totally different from outside sales. They will be held to the same code, as far as, Code Enforcement is concerned. Once the time frame comes around in July because this Commission is determined to make this city a much better city by sight and

have people respect us as Holly Hill residents more than what they have over 30/40 years and she thinks people are starting to do that. She hears other cities she goes to, how good the city is starting to look, how productive we are on our economic growth. She is proud of this Commission, the work we've done, and the citizens we have that are getting so involved.

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

Enacted and approved this 12th day of March, 2019, in Holly Hill



7. PUBLIC HEARINGS - NONE

None.

8. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte stated just a quick follow up from some of the comments earlier. Mr. Plate was commenting on the speeding on Riverside Drive and the sign. The city will go ahead and get another sign installed south of Flomich so when people enter the city, they can see that before they get to the flashing sign. The other thing that the city will do, is those flashing signs collect data so staff will download that data and take a look at what the speeds are on the street. It's not an immediate, it has to be downloaded. It collects the same kind of data that the speed trailer does but the trailer is an immediate data information, staff has to download it off the display signs. Staff will go ahead and get that done so they have a little bit of base line to go on.

Mayor Via asked how often are we going to download that information?

Mr. Forte stated, as needed.

Mayor Via asked is it monthly so they can keep track if it's working?

Mr. Forte stated not necessarily, just based on complaints.

Mayor Via stated, okay.

Commissioner Danio asked about the regular speed signs. How many are there?

Mr. Forte stated he doesn't know how many there are but the one that is next to the flashing sign and came from in front of Mr. Plates house, so staff will put one just a little bit further north of Mr. Plate's house towards Flomich. You don't want to have too many signs because then you get into sign pollution. There has to be this balance between proper signage, speed control. They have to remember, putting those digital signs in, they had to have a power source. They had to put it near a pole, had to have room, align a site. He drove that road several times, Mr. Khoury (Public Works Director) drove the road

several times, they had to find the right spot to put that digital sign.

Commissioner Currie stated okay, so that's why they weren't placed at the very north end or the very south end...

Mr. Forte stated they don't want it at the very north end, you want people to come into the city and then see the sign a block or two in. People will get a sign when they come into the city, they will get a digital sign a third of the way in.

Commissioner Curries stated, okay.

Mr. Forte stated it's just distribution, placement of the signs. The city will go ahead and take care of that. Mr. Forte informed the Commission that staff will follow up with matters at Sunrise Park, as far as, the paraphernalia that Ron has been picking up and identifying. Lastly, he didn't get a chance to speak with all of the Commissioners and this is, again, regarding Code Enforcement, staff is doing much better in Code Enforcement, they are collecting monies on a weekly basis, they are citing more people than ever before and they are coming into compliance. He had an issue on one street and he asked one of the Code Officers to go out and cite the entire street, the street was in pretty bad shape. From that he had an idea that the city can do something that they will call "Operation Street Sweep". I wanted to pick one street a month for Code Enforcement to go out and do that street. Now, I'm not talking 8th Street from Nova Road to Ridgewood Avenue, I'm talking a block or two. For example, I'm talking Magnolia between 6th Street and 8th Street. That kind of distance. You do too big you lose control and it becomes...

Commissioner Currie asked why did you pick my District?

Mr. Forte stated it's one of the harder ones to find a problem with. Then the idea came if I did one a month that's twelve streets...now this is in addition to the workload that Code Enforcement is already doing. If they do one a month, that's twelve streets and he's got four Districts then he can get each of the Commissioners to participate and buy into this if they provide him three of what they think are the worst streets in your District. The Mayor's not included. He gets to help those that need help finding streets. If the Commission is in favor of that, they can let him know what they think are three bad streets in their District that the city can work on cleaning up and take pride in our city and pride in our District to clean these streets up. He would suggest one on the east side of the railroad tracks and maybe two on the west side of the railroad tracks so that they have a good division of what's going on over there. He wanted to throw that out there and maybe it's something, when they go around and they are primarily complaint driven, and they go and they're doing little nickels and dimes here and there, they don't see the overwhelming success. If they do a street, that street looks good and it makes a big difference. People start to notice it.

Commissioner Penny stated you're talking residential streets.

Mr. Forte stated residential streets not commercial. Just residential.

Commissioner Currie stated she likes that idea. They have to have a plan. There's a lot of different plans they can utilize but that's a start and she likes that. And that's going to,

also, as all of the Commissioners have discussed before, going to be reliant upon them when they get phone calls not to then turn it around on our Code Officers or back to the City Manager. The Commission needs to stand up for what they're doing.

Mr. Forte stated it's your city, it's my city, it's our city and this is the buy-in and when the public realizes that the elected officials and the staff are trying to clean the city up. There's only one question he asks when somebody complains that they're being picked on from Code Enforcement and that is, "Are you in compliance or not?". That's the only thing I have to ask.

Commissioner Currie stated and she would think that everybody would like this only because it's going to help increase their property values eventually.

Mayor Via stated he thinks our Code Enforcement is doing a darn good job with what they're doing right now. I don't think that this extra step is necessary Mr. Forte.

Mr. Forte stated he's going to do it whether they give me three street names or not.

Mayor Via stated, okay.

Mr. Forte stated he's just trying to open it up for Commissioners. We need to clean the city...

Mayor Via stated it's a good thing he doesn't have to pick three streets.

Mr. Forte stated I'm going to clean streets whether you give me three streets or not.

Commissioner Currie stated Mayor, it's all about being proactive and not reactive.

Mr. Forte stated they don't want to be overboard. He knows where the Mayor is going. They don't want to be overboard.

Mayor Via stated that's where he's going.

Mr. Forte stated he'll give them a perfect example. He had a resident whose husband was a former employee came in to the city with a complaint of several houses on their street and it was in District 2 and Code Enforcement went out and cited the whole street and surprisingly...

Mayor Via asked the whole street had issues? Every house?

Mr. Forte stated not every house but he would say probably 80% of the houses on that street had problems and of the 80% that had problems, 80% of those cleaned the problems up. So, it worked.

Commissioner Currie stated and she knows from walking around every street of this city campaigning, there are some problem streets.

Mr. Forte stated there are some streets. So, they clean a street, it's going to make a difference.

Commissioner Currie stated there were some streets she was like, "wow, this is pretty bad. I've never been here. This is pretty bad."

Mr. Forte stated, yes.

Commissioner Currie stated she thinks it's necessary. She thinks a plan is always good and she thinks tackling it proactively instead of just always reactive is much better. That's just her opinion. Commissioner Currie asked Mr. Forte when does he want this information by.

Mr. Forte stated, April.

B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Danio stated he's looking forward to the Volusia League of Cities dinner on the 28th. Attended the Pickleball event last Saturday. It seems like they had a pretty good turnout. Hopefully, the city will have some kind of groundbreaking ceremony.

Commissioner Currie stated they said they were.

Commissioner Danio stated that would be great. A lot of traffic with Bike Week but it does generate a lot of revenue in the city but be cautious and have fun.

Commissioner Johnson stated about the water tower and getting a city logo on there. Art Festival event coming up; Volusia League of Cities sold out, that's great. Grand Opening soon for the Fitness Court on March 30th. Holly Hill is doing really good.

Commissioner Penny mentioned the trip to Tallahassee is tomorrow on Home Rule, Half Cent Sales Tax issue, lobby on behalf of the distilleries; there are two House Bills out there.

Commissioner Currie attended the Pickleball event last Saturday; looks like a lot of fun. Went over the upcoming events; March 30th is the Fitness Court Grand Opening from 11:00 AM - 12:00 PM Sunrise North; Bike Week is here, be careful; Arts Festival on April 6-7, 2019 at City Hall; Child Abuse Prevention on April 10, 2019 at City Hall from 5:00 PM - 7:00 PM; Easter Egg Hunt on April 13, 2019 at City Hall from 10:00 AM - 12:00 PM; thanked Mayor Via and Commissioner Penny for going to Tallahassee on behalf of the city for Home Rule. It's very important to the cities.

D. Mayor's Comments

Mayor Via stated they are 100% sold out for the March 28th Volusia League of Cities dinner that the city is hosting. Great job to staff. Attended the Elected Institute for Municipal Officials session last week and completed that. It was very good. It's a leadership course and he really enjoyed it. Tomorrow, Commissioner Penny and himself are headed to Tallahassee to lobby on some Home Rule issues. Hopefully, they make some headway there. Mentioned the calendar of events that was sent out to everyone by Mr. Conte and mentioned he's looking forward to those events. At the city's next regular City Commission meeting, he partnered with Holly Hill School to do an essay "If I Were Mayor for a Day" and the winner actually gets to be Mayor for a Day. After here, the winner will be able to come here and meet all of the staff, they will come to the Commission meeting that night and meet the Commission and give her a proclamation. The school picked the winner. He left it up to the school to pick.

9. ADJOURNMENT

The meeting adjourned at approximately 8:00 PM.



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

**City Commission
Agenda Item**

7.1

MEETING DATE: March 26, 2019
FROM: John McKinney
SUBJECT: Seawall Repair / Replacement Assessment From Hurricane Irma in 2017 the Sunrise Park North and Riverside Park Seawalls Incurred Damages. Staff Requests to Issue Work Orders to Sea Diversified for Continuity of Design Standards and Approaches Between the Seawalls and the Already Issued Work Order for the Pier Design.
NUMBER: (ID # 2474)
APPLICANT:
PLANNER:

DISCUSSION:

The City issued a Request for Qualification RFQ 18-PW-03 for Professional Design Sunrise Pier and Sea Diversified was awarded this contract. From Hurricane Irma in 2017 the Sunrise Park North and Riverside Park seawalls incurred damages. Staff requests to issue work orders to Sea Diversified for continuity of design standards and approaches between the seawalls and the already issued work order for the pier design.

The Work Orders are to be issued as follows:

1. Sunrise Park North - North Bulkhead	\$28,500
2. Sunrise Park North - South Bulkhead	\$31,250
3. Riverside Park	<u>\$26,850</u>
Total	\$86,600

The cost associated with these work orders will be submitted to FEMA for potential reimbursement based on the findings of these engineering assessments of our facilities.

FISCAL ANALYSIS:

Budgeted in 301-8110-580-6300

STAFF RECOMMENDATION:

Staff recommends approval of the three work orders for professional services for an amount not

to exceed \$86,600.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

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

MOTION:

Motion to authorize the approval of the three work orders for professional services to Sea Diversified in an amount not to exceed \$86,600 and the City Manager to execute all necessary documents.

- RFP 19-BG-07 Seawall Design & Repair (PDF)

Request for Proposal

NUMBER
RFP #19-BG-07



Seawall Design & Repair

John McKinney, Finance Director

Attachment: RFP 19-BG-07 Seawall Design & Repair (2474 : Seawall Repair / Replacement Assessment)

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals to provide Seawall Design & Repair for the City of Holly Hill. Proposals will be received until **April 2, 2019 at 10:00 a.m.**, by the City Clerk's Office, City Hall, 1065 Ridgewood Ave., Holly Hill, FL 32117.

RFP# 19-BG-07 "Seawall Design & Repair"

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

The City of Holly Hill, Florida, is requesting proposals from experienced contractors for seawall design & repair of two (2) seawalls located at Sunrise Park North, located at 1135 Riverside Drive and one (1) seawall at Riverside Park located at 231 Riverside Dr. in Holly Hill Florida as needed in accordance with the terms, conditions, and specifications stated herein.

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

☒ A pre-bid conference is applicable for this solicitation.

Pre-bid conference will be held on Tuesday, March 19, 2019 at 10:00 am in the large conference room, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

One (1) hard copy and One (1) electronic copy on a USB flash drive, of the proposal should be delivered to the City Clerk's Office, City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117 in a sealed envelope plainly marked on the outside: **"ITB 19-BG-07– Seawall Design & Repair."**

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

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

This Public Notice has been posted on the City of Holly Hill Finance website: www.hollyhillfl.org, and also posted in the Lobby of City Hall.

Attachment: RFP 19-BG-07 Seawall Design & Repair (2474 : Seawall Repair / Replacement Assessment)

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1) Introduction/Overview

A) Purpose/Objective

The City of Holly Hill “CITY” has issued this Request for Proposal (hereinafter, “RFP”) with the sole purpose and intent of obtaining proposals from qualified and licensed contractors to provide **SEAWALL DESIGN & REPAIR** in accordance with the specifications stated and/or attached herein/hereto. The contractor awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer will hereinafter be referred to as the “Contractor”.

The term of this agreement shall be for one hundred and eighty (180) days beginning on the date the contract is issued. This contract may not be renewed. All prices quoted shall remain firm for the duration of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

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

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

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

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

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

B) Background

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

More detailed information on the government and its finances can be found in City of Holly Hill’s Comprehensive Annual Financial Report for fiscal year 2016-2017 and in the City’s Annual Budget for fiscal year 2017-2018. Copies of these documents may be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFP** to John McKinney, Finance Director, and submit such questions in writing to jmckinney@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

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

D) Method of Source Selection

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

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

E) Pre-Bid Conference

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

Pre-bid conference will be held on Tuesday, March 19, 2019 at 10:00 am in the large conference room, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

F) Projected Timetable

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

Event	Date
Issue ITB Notice	March 4, 2019
Mandatory Pre-Bid	March 19, 2019 - 10:00 am
Last Date for Receipt of Written Questions	March 26, 2019 – 10:00 am
Addendum Issued (If Applicable)	March 27, 2019
Proposal Opening Date	April 2, 2019 – 10:00 am
Evaluation Committee	April 4, 2019 – 10:00 am
Notice of Recommendation	April 5, 2019
City Commission Hearing Date	April 23, 2019

2) General Description of Specifications or Scope of Work

The City of Holly Hill, Florida, is requesting proposals from experienced contractors for seawall design & repair of two (2) seawalls located at Sunrise Park North, located at 1135 Riverside Drive and one (1) seawall at Riverside Park located at 231 Riverside Dr. in Holly Hill Florida as needed in accordance with the terms, conditions, and specifications stated herein. See Exhibits A, B and C for detail scope of work, detailed drawings, pictures and partial specifications. Contractor is responsible for obtaining all required permits.

A) Contractor's Responsibilities/Requirements

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

- 1) **Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.
- 2) **General:** Contractor shall adhere to all applicable OSHA standards while performing work within the City.
- 3) **DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY:** Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.
- 4) **HOURS OF OPERATION:** All work under this contract shall be performed between the hours of 7:00 am and 5:00 pm, local time, Monday through Friday. No exceptions to these hours shall be made without the expressed written consent of the City.

B) City's Responsibilities

City responsibilities include:

- 1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.
- 2) The City designates the Facilities Supervisor as being the representative of the City in all matters regarding this solicitation.

3) City's Right to Inspect

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

4) Terms and Conditions of Contract

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

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

The term of this Agreement shall be for five (5) years from the date of award with five (5) one year extension options that may be renewed by the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City Manager retains the sole right to determine whether the extension option shall be granted.

There are no price escalation during the term of this contract.

5) General Terms and Conditions

A) Licenses

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

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

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 248-9420.

B) Principals/Collusion

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

C) Taxes

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

D) Relation of City

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

E) Term Contracts

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

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this without cause or for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

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

H) Assignment

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

I) Lobbying

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

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

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits

a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**.

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

K) Protest Procedures

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

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

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

N) Prohibition of Gifts to City Employees

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

O) Immigration Reform and Control Act

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

P) Billing Instructions – Awarded Professional Consultants

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

Q) Vendor Preference

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

6) Instructions for Bid

A) Compliance with the RFP

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

B) Acknowledgment of Insurance Requirements

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

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

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

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

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

C) Acknowledgment of Bonding Requirements

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

☐ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

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

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

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

D) Delivery of Bids

All bids are to be delivered before 10:00 a.m., local time, on or before April 2, 2019 to:

**City of Holly Hill
City Clerk**

**1065 Ridgewood Ave.
Holly Hill, Florida 32117**

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

Proposers must submit one (1) electronic copy in PDF format, on an USB flash drive.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

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

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals

alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

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

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

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

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

G) Proposals, Presentation, and Protest Costs

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

H) Acceptance or Rejection of Qualifications

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

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

I) Requests for Clarification of Proposals

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

J) Validity of Proposals

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

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

K) Response Format

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

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

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

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

Title Page:

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

Table of Contents:

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

1) Tab I – Management Summary:

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

2) Tab II – Corporate Experience and Capacity:

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

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

3) Tab III – Customer Listing:

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

Information provided for each client shall include the following:

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

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

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

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

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

5) Tab IV, Acceptance of Conditions

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

6) Tab V, Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

7) Tab VI, Required Form Submittals

Required forms:

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

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

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services. Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	85	85.0
Company #2	\$108,000.00	\$100,000.00	92.6%	85	78.7
Company #2	\$120,000.00	\$100,000.00	83.3%	85	70.8

L) Proposal Evaluation Committee and Evaluation Factors

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

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in

anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed. Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

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

	Maximum Points
Capacity to Perform Work: • Qualifications of the Contractor • The ability to perform work within time constraints. • The ability to perform necessary work under the contract. • The ability to provide financial stability over the term of the contract.	30
Professional Proposals: • Including specialized experience and technical competence, necessary to satisfactory performance of the required services as described in the Scope of Work.	30
Cost proposal	25
Compliance and acceptance of terms of this RFP	15
Total Points	100

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

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

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

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 19-BG-07", Proposal Title "SEAWALL DESIGN & REPAIR" and Due Date "January 15, 2019 @ 10:00 am".

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- ☐ 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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Attachment: RFP 19-BG-07 Seawall Design & Repair (2474 : Seawall Repair / Replacement Assessment)

**CONTRACTOR AGREEMENT
SEAWALL DESIGN & REPAIR
Request for Proposal (RFP) 19-BG-07**

THIS AGREEMENT is made and entered into this 23rd day of April, 2019, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-BG-07), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for one hundred and eighty (180 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 or installments, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

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

For City:

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

For Contractor:

_____, _____ (Name, Title)
_____. (Company)
_____ (Address)
_____ (City, State, Zip)
_____ (Phone)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed 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 #19-BG-07

B. Firm Response to RFP

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

FIRMS

By: _____

_____, _____

Dated: _____

Approved by the City Commission of the City of Holly Hill at a meeting held on this 23rd day of April, 2019 under Agenda Item No. _____.

CONFLICT OF INTEREST AFFIDAVIT

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

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

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

State of _____)
 City of _____)

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

Notary Public

My Commission Expires: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

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

☐ Yes ☐ No

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

FEES:

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

\$_____ Total Fees for work done on all City projects

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

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

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

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

Company_____
Address_____
Authorized Signature_____
City, State, Zip Code_____
Printed Name & Title_____
Telephone No._____
Email_____
Fax No.

DECLARATION STATEMENT

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

RE: RFP NO. 19-BG-07 - "SEAWALL DESIGN & REPAIR"

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 #19-BG-07**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Attachment: RFP 19-BG-07 Seawall Design & Repair (2474 : Seawall Repair / Replacement Assessment)

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 **SEAWALL DESIGN & REPAIR**.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

Attachment: RFP 19-BG-07 Seawall Design & Repair (2474 : Seawall Repair / Replacement Assessment)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

- ☐ YES
☐ NO

 Company

 Address

 Authorized Signature

 City, State, Zip Code

 Printed Name & Title

 Telephone No.

 Email

 Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of _____

County of _____

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

He/she is _____ of _____, Proposer that has submitted the attached Qualification;

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

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

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Subscribed and sworn to before me this _____ day of _____, 20__.

Title

My Commission Expires: _____

Attachment: RFP 19-BG-07 Seawall Design & Repair (2474 : Seawall Repair / Replacement Assessment)

ACKNOWLEDGEMENTS
RFP #19-BG-07 SEAWALL DESIGN & REPAIR

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

From : Insert Information "Contractor"

The Contractor agrees to provide SEAWALL DESIGN & REPAIR 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 SEAWALL DESIGN & REPAIR called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

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

Contractor shall guarantee SEAWALL DESIGN & REPAIR within _____ calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this _____ day of _____, _____
(Month) (Year)

Attachment: RFP 19-BG-07 Seawall Design & Repair (2474 : Seawall Repair / Replacement Assessment)

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

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

Address: _____

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

Taxpayer Identification Number (TIN): _____

CORPORATION

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

Address: _____

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

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

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

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **RFP 19-BG-07**

Date: _____

REFERENCES FORM

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

1. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

2. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

3. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

4. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

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

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

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

by _____

(Print Individual's Name and Title)

for _____

(Print Name of Entity Submitting Sworn Statement)

whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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

with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

(Signature)

Sworn and subscribed before me this _____ day of _____, 2019.

Personally known _____

(Notary)

OR produced identification _____

Notary Public State of _____

(Type of Identification)

My commission expires: _____

VENDOR INFORMATION

Vendor is:

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

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

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

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

PROPOSAL PRICING FORM
RFP 19-BG-07
SEAWALL DESIGN & REPAIR

RFP Date: _____

TO: The City of Holly Hill, Florida

FROM: _____

Price for the design, preparation, construction and repair the Seawall three scoped seawalls.

Work Order 1

Price for the design & repair of Sunrise Park North – Northern Seawall \$ _____

Work Order 2

Price for the design & repair of Sunrise Park North – Southern Seawall \$ _____

Work Order 3

Price for the design & repair of Riverside Park \$ _____

Total Pricing Proposal for _____ “Contractor”

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

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

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

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone No.

Date

Email Address.

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- 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 ▶
------------------	----------------------------	--------

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,

Cut and use this label for Proposal Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

ITB #19-BG-07

Seawall Design & Repair

OPENING DATE/TIME:
April 2, 2019
by 10:00 a.m.

Attachment: RFP 19-BG-07 Seawall Design & Repair (2474 : Seawall Repair / Replacement Assessment)



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 03/26/19 07:00 PM
Department: City Manager
Category: Action Required
Prepared By: Joseph A. Forte
Initiator: Joseph A. Forte
Sponsors:

7.2

CITY MANAGER COMMENTS (ID # 2472)

DOC ID: 2472

American Legion Post 120 Request to Have Fees Associated with a Special Event Waived

The American Legion Post 120 is celebrating their 100th Centennial Anniversary on April 27, 2019 between the hours of 12:00 pm - 5:00 pm.

The American Legion Post 102 is located at 461 Walker Street in Holly Hill. The Post plans to have food and refreshments on site. Alcohol will be served from inside the bar area but may be consumed outside in a plastic cup on the property in a designated area.

The American Legion Post 120 is requesting the Special Event application fee of \$100.00 for this event be waived.



THE AMERICAN LEGION *Centennial celebration*

**Let's celebrate The American
Legion 100th Birthday**



FOOD

50/50 RAFFLES

Brats or Hot dogs
Baked Beans & Cole Slaw
\$3.00



SODAS & SLIDS

**Proceeds to benefit our Veterans and
youth in our community**

**Open to the Community so bring a chair and join our
community celebration**



**SATURDAY
APRIL 27TH, 2019
12 PM till 5 PM**



Least We Forget


City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 03/26/19 07:00 PM

Department: City Manager

Category: Action Required

Prepared By: Joseph A. Forte

Initiator: Joseph A. Forte

Sponsors: City Manager Joseph A. Forte

DOC ID: 2469

CITY MANAGER COMMENTS (ID # 2469)

Boys with a Purpose (BWAP) is Requesting to Have the Fees Associated with the Use of Sica Hall on May 29, 2019 from 6:00 Pm - 8:00 Pm Waived.

The Boys With A Purpose (BWAP) is a group of young men from the Holly Hill K-8 school in grades 4-8 who participate in this school sponsored organization.

The purpose of this school club is to teach young men how to dress, conduct themselves like gentlemen and ultimately find their purpose in life. Their motto is “look good, do good, feel good.” The BWAP offers a distinct group of gentlemen the tools to become a productive successful member of society and their school. The members learn to be peer role models and leaders as they grow in to young adults.

BWAP is requesting to have the fees associated with the use of Sica Hall on May 29, 2019 from 6:00 pm - 8:00 pm waived.



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

7.4

**City Commission
Agenda Item**

MEETING DATE: March 26, 2019
FROM: Joseph Forte
SUBJECT: Goals and Objectives 2019
NUMBER: (ID # 2468)
APPLICANT:
PLANNER:

DISCUSSION:

On February 12, 2019, the City Commission held a workshop session to discuss and update a new set of goals for the City Commission to adopt and focus on for the next several years. The attached list of Goals were assembled from the workshop session.

For discussion at the Commission meeting, with the Objectives and timeline assigned to each of the Goals.

FISCAL

ANALYSIS:

As determined through the budgeting process in each fiscal year.

STAFF

RECOMMENDATION:

As discussed and directed by the City Commission.

COMMISSION GOAL:

N/A

MOTION:

This item will be brought back to the City Commission as a formal Resolution.

- Goals and Objectives 2019 (PDF)

Holly Hill City Commission
Goals and Objectives 2019

DRAFT

1. Beautification Projects and Parks
 - a. Prepare plan and budget to provide for park improvements
 - i. Sunrise Park
 1. Fitness Court
 2. Pier replacement (FEMA)
 3. Sunrise Park south pier removal and boat launch improvements
 - ii. Hollyland Park
 1. Pickleball
 2. Community garden
 3. Clubhouse
 4. Restaurant
 - iii. Ross Point Park
 1. Restroom facilities
 - iv. Riviera Dog Park
 1. General maintenance
 2. Repair pavilion
 - b. Code Enforcement
 - i. Continue code enforcement efforts
 - ii. Ensure compliance with outside display ordinance
2. Business development
 - a. Recruit new business to fill vacant properties
 - b. Develop plan to address underserved properties
3. Community events, family style
 - a. Christmas Parade
 - b. Arts Festival
 - c. Child Abuse Awareness event
 - d. Car shows
 - e. Halloween in the Park

4. Continue relationship with school(s)
 - a. Maintain a presence at HHK8 and UBIC
 - i. 5-O Club
 - ii. Serve on requested committees
 - iii.
5. Customer Service mindset
 - a. Annual customer service training
 - b. Department focus on customer service
6. Economic Development at Riverside south
 - a. Develop an entertainment zone
 - i. Amend comp plan and zoning regulations
7. Expand CRA boundary and extend time. Blue-tide
 - a. Meet with property owner about future development and timeline.
 - b. Set up meeting with Volusia County
 - c. Develop expansion plan
8. Infrastructure projects
 - a. Evaluate water and wastewater infrastructure
 - b. Evaluate/update storm water plan
 - c. Evaluate road conditions
 - d. Evaluate/update sidewalk plan
9. Landscaping at Mason and Riverside Dr.
 - a. Design landscape plan for Hyman Park and Riverside Drive
 - b. Install approved landscape plan and provide a maintenance plan
10. LPGA & Riverside Dr.
 - a. Develop a property improvement plan for the shops at Riverside Dr. & LPGA
11. LPGA Widening, three lane. Bridge over water
 - a. Continue moving the LPGA widening plan forward through the R2CTPO
12. Comp plan
 - a. Review and schedule a Comp Plan update
13. Riverside Dr. Trail
 - a. Work with Greenways and Trails to widen sidewalk
 - b. Turn Riverside Dr. into a one direction road allowing the east side north bound land to serve as a multipurpose trail.
14. Seaplane Base

- a. Work with base operator to target and attract light sport sea plane manufacturing businesses to Holly Hill.
- 15. Tree planting
 - a. Consider Tree City USA designation
- 16. Web design
 - a. Redesign the City's web portal