

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • APRIL 26, 2016

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
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 4 - Commissioner
Elizabeth Albert

District 2 - Commissioner
Penny Currie

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- A. Roll Call
- B. Invocation
- C. Pledge of Allegiance to the Flag

2. PRESENTATIONS

- 1. -DOC-2016-8 1321 : Presentation - Woodrow "Woody" Shropshire
(Requested by Valerie Manning, City Clerk)
- 2. 2015 CAFR Presentation BMC, Inc., the City's Auditor, is Here to Present the Comprehensive Annual Financial Report for the Fiscal Year 2014-2015
(Requested by Kurt Swartzlander, Finance)

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

- 1. Minutes - April 12, 2016 - Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEM (1)

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

- 1. Resolution Sica Hall Flooring Replacement - Resolution 2016-R-16
(Requested by Mark Juliano, Public Works)

6. REGULAR AGENDA

- 1. 310 Ridgewood Zoning Approval Grant an Extension of the Non-Conforming Use Approval to Allow an Automotive Repair Business to be Established at This Location.
(Requested by Thomas Harowski, Board of Planning and Appeals)
- 2. Throw Out All Bids Associated with the Wrecker Service Agreement from the January 26, 2016 City Commission Meeting
(Requested by Joseph Forte, City Manager)

7. PUBLIC HEARINGS - NONE

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

shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

8. COMMUNICATIONS

- a. City Manager & Staff Comments
- b. City Attorney Comments
- c. Mayor's Comments
- d. District Commissioners Comments

9. ADJOURNMENT

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

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



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



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

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



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

**City Commission
Agenda Item**

MEETING DATE: April 26, 2016
FROM: Valerie Manning
SUBJECT: Presentation - Resolution for Woodrow "Woody" Shropshire - 35
Years of Service to the City of Holly Hill
NUMBER: DOC-2016-8
APPLICANT:
PLANNER:

DISCUSSION:

Recognizing Woodrow "Woody" Shropshire for his 35 years of service to the City of Holly Hill and its citizens.

FISCAL ANALYSIS:

STAFF RECOMMENDATION:

COMMISSION GOAL:

MOTION:

- Woody Shropshire - Resolution for Years of Service to the COHH (PDF)

**A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, RECOGNIZING WOODROW
“WOODY” SHROPSHIRE FOR HIS 35 YEARS OF
SERVICE TO THE CITY OF HOLLY HILL AND
ITS CITIZENS.**

WHEREAS, Woody Shropshire started his career with the City of Holly Hill on April 27, 1981 as a refuse collector in the Solid Waste Division; and

WHEREAS, Woody started each day by arriving to work an hour early to read his Bible in preparation for the day’s activities; and

WHEREAS, after the privatization of the Solid Waste Division, Woody was temporarily reassigned to an equipment operator in the Streets and Drainage Division on April 1, 1998; and

WHEREAS, Woody continued his career in the Solid Waste Division for the next 18 years as he selflessly served the City of Holly Hill and its citizens with a high level of integrity, professionalism and commitment; and

WHEREAS, Woody’s pledge to working with staff at every level in the organization, helped to foster an environment of dedicated public servants; and

WHEREAS, Woody is respected by the City of Holly Hill staff and its citizens for his belief that every person is important and has something to offer for the good of all; and

WHEREAS, Woody has proven to be a dependable employee, dedicated worker and a friend to many.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF WOODROW “WOODY” SHROPSHIRE FOR HIS 35 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 APRIL, 2016.

City of Holly Hill, FL

John Penny, Mayor

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 1315)**

Meeting: 04/26/16 07:00 PM
Department: Finance
Category: Presentation
Prepared By: Kurt Swartzlander
Initiator: Kurt Swartzlander
Sponsors:

DOC ID: 1315

**2015 CAFR Presentation BMC, Inc., the City's Auditor, is Here
to Present the Comprehensive Annual Financial Report for
the Fiscal Year 2014-2015**



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

**City Commission
Agenda Item**

MEETING DATE: April 26, 2016
FROM: Valerie Manning
SUBJECT: Minutes - April 12, 2016 - Regular City Commission Meeting
NUMBER: (ID # 1316)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the April 12th City Commission meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve minutes as submitted.

COMMISSION GOAL:

N/A

MOTION:

AS DETERMINED BY THE CITY COMMISSION.

- Minutes - April 12, 2016 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • APRIL 12, 2016

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
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John F. Capers	District 3 - Commissioner	Present	
Elizabeth Albert	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

B. Invocation

Commissioner Capers led the invocation.

C. Pledge of Allegiance to the Flag

Mayor Penny led the Pledge of Allegiance to the Flag.

2. PRESENTATION

1.

Proclamation - Water Conservation Month

(Requested by Valerie Manning, City Clerk)

Mayor Penny read into the record two proclamations for Public Works. One was for Water Conservation Month for the Month of April and the other for Public Works Week, May 15 - 21, 2016.



3. PUBLIC PARTICIPATION

The following individuals spoke to the Mayor and Commissioners:

Jim Schultz, 117 Harvard Drive, Ormond Beach, stated what he wants to mention is the water issue, is maybe more emphasis towards zero scaping, himself, doesn't have grass he has mostly native plants, they don't get watered, nature gives them what they need. If he transplants them he'll give them a little water but other than that, 40% of the water in Florida is used on greenery and grass. Its sometimes a counterproductive thing when it can be used

more efficiently for humans. Its hard to win a battle against grass. It takes a lot of pesticides, lots of effort. Florida natives love to be in Florida. Mr. Schultz stated what he actually wanted to mention was he noticed on the sign out front "Children's Health" is a special issue this month. Right now there is a movie out called "Vaxxed" by Andrew Wakefield who is a British doctor, who got involved with the MMR (Measles, Mumps and Rubella) issue and lost his license and a lot of other things had the British system come down on him. What he showed was a relationship between MMR and gut issues, he was a Gastroenterologist, he didn't do most of the studies but John Mucker-Smith did and he lost his license too but his insurance company paid for him to go to court and he was totally exonerated and he had done all the examinations to the children that were supposedly in the British system found to be dishonest and yet he was totally exonerated. The MMR, the British had used a cast off version that the Canadians had used and found defective and injured too many kids but the British decided to take it in as theirs and change the name on it to make it safer but it didn't work well. The MMR in the USA the trishad is a live virus and its sold by Murk, the only licensed provider but Murk scientist biologist are actually suing saying that they had to fake the data to make the mumps portion pass the tests because it never has in twenty years been able to work that's why they hear about hockey players getting the mumps and people getting the mumps at an advanced age because it hasn't worked in a long time. The movie Vaxxed is out there now about a study that was done by doctors in 2001. When the data showed the opposite of what they wanted, they shuffled the data, they took the offense part of it and got rid of it. They altered the protocol which is very unethical. Wakefield is like a whistle blower years later and this is what the movie is about.

Jim Legary, 342 Burleigh Avenue, Holly Hill asked if anyone knows how much longer the thumping is going to go on at Marina Grande. Its a lovely addition to the noise pollution in the area.

Steve Smith, 1410 Riverside Drive, Holly Hill, stated he is here to talk about the property at 1570 and the city-owned property across the street. A while back there was a meeting where Dallas ??? from 1584 Riverside Drive came up with a proposal here at the podium and in his opinion, the best proposal that he has heard about that particular park. Its never been named. People started calling it the Donnie Moore park when Donnie was a Commissioner and got with Mr. Forte and they put the picnic tables and the curbing in there but since then there's never been done with it but Dallas had a five minute presentation here and he was promised by the Mayor or the Commission who said they would follow up with him and Mr. Smith said he spoke with Dallas today and he said that he hasn't been contacted but he is still interested and follow through with the plans he presented in bringing something positive to that park. Five minutes won't get it. Mr. Smith stated he would like to have a presentation or give Dallas more than five minutes to address the Commission and share with them his ideas on how the park can be improved and what can be done with some citizens input. This has been going on for over two years now, over two different Mayors, people have received apologies from the current and previous Mayor for allowing individuals to go on for fifteen and twenty minutes, workshops on this and his request is to put them on the agenda for a presentation so they can have more than five minutes so they can have a discussion about what they can positively do for that park and make it an asset to the trail that goes by there.

4. APPROVAL OF MINUTES

1.

Minutes - Feb. 23, March 8 and March 22, 2016 - Regular City Commission Meetings
(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John F. Capers, District 3 - Commissioner
SECONDER:	Elizabeth Albert, District 4 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 12th day of April, 2016, in Holly Hill



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

Mayor Penny asked if there was any member from the audience who wished to speak to any item on the Consent Agenda. No one spoke.

1. Resolution

Firefighters Pension Fund Board of Trustees - Re-Appointment and Appointment -
Resolution 2016-R-14

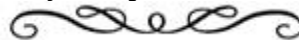
(Requested by Valerie Manning, City Clerk)

Arthur Morris was appointed as the new board member and all current members are re-appointed as submitted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 12th day of April, 2016, in Holly Hill



2. Resolution

Water System Improvements Between Us1 and Riverside Drive - Phase II - Resolution
2016-R-15

(Requested by Mark Juliano, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 12th day of April, 2016, in Holly Hill



6. REGULAR AGENDA

None.

7. PUBLIC HEARINGS

None.

8. COMMUNICATIONS

a. City Manager & Staff Comments

Mr. Forte stated the Brown and Brown contract is for reporting purposes only. Several months ago the City Commission authorized an extension to the Brown and Brown contract but staff didn't realize there was a fiscal date and an annual date conflict in the contract and what that did is it caused for the calling of five quarterly payments in the current budget year, current fiscal year. What staff did is they extended out this memorandum out to January. It didn't cost any additional dollars, the dollars for the contract will be the same, they are just pushing the months out for an additional quarter so that last quarter will actually be paid in the last fiscal year and not have to be done in this budget. Mr. Forte stated there are also a number of budget amendments in their packets. These are amendments that have been authorized and is before them for informational purposes only. These are not new dollars taken out of the General Fund but dollars that are in the budget but just moved from one line item to a more appropriate auditing and accounting line item. Mr. Forte stated he wants to make the Commission aware that last Thursday the Mayor and himself attended the County Council meeting where Synergy Billing received support, unanimously from the Volusia County Council as part of their State QTI which is Qualified Target Industry Jobs Growth Incentive package in which the County is going to be their 20% financial support for that program. That's a nice step in the right direction for Synergy Billing and the City is looking forward to moving that project along.

1.

Brown & Brown Contract Report Only

(Requested by Kurt Swartzlander, Finance)



2.

City Manager Budget Amendments - Staff Report

(Requested by Kurt Swartzlander, Finance)

b. City Attorney Comments
None.

c. Mayor's Comments

Mayor Penny shared with the Commissioners the work that is continuing on the homeless situation in Volusia County. There is something called a Point and Time Study which once a year all the homeless people that can be identified are identified that moment in time. There are some amazing statistics that are put together by it. In Volusia County there was 901 identified and in the City of Holly Hill there were 51 people identified which is 6% of the homeless population. If they look at Daytona Beach, 567 people which is 63% of the homeless population. The one flaw in the study, in his opinion, is that its done by zip codes and there is no accounting for unincorporated Volusia County in any of these statistics. In his opinion, many of these statistics are skewed, they lump everyone into a county zip code. Its pretty overwhelming the amount of people but he shared with them the VI-SPDAT program which is the homeless assistance entry test, to date there has been 396 people have gone through the assessment process, 189 have been put into permanent supportive housing. The biggest bang for the buck for getting people off the streets and back into a permanent home continues through travelers aide out of the 189 people, 87 have been relocated back home with their families through travelers aide. Mayor Penny stated he has a conflict for their first commission meeting in May which is May 10th, All-State has a biannual convention once every two years, that's the beginning of their budgetary process and he understands they may have to schedule a special meeting in between their regular meetings to begin those discussions so on May 10th, Commissioner Currie will facilitate that meeting.

d. District Commissioners Comments

Commissioner Capers thanked those who spoke during public participation; commended the road crew for the paving jobs on Flomich and Walker. They did a quick job with minimum down time on the roads, paving markings were done very nice and also on 15th Street they filled a pot hole that was there for quite a while and took care of the sidewalk that was being undermined, they took dirt and filled that area in and did a good job. Commissioner Capers stated he would like to see more of, like what Steve Smith talked about, the park, Commissioner Capers believes the City needs to work a little harder and look at locking it in, people continue to try and take it away to either buy it, rent it, lease it and he is against that and will be as long as he is up here. There are some advantages to naming the park, he thinks it then becomes more of an official park and it may help in determining where the sexual predators can and cannot live, it might be an area that the city can keep it clean so he would like to see it on the agenda and have the gentleman that Steve Smith talked to and of course, public participation to see how everyone else feels because he is here to represent the citizens and if the citizens speak up and feel the same way he does then he feels the city needs to try and seal this in forever.

Mayor Penny stated he was going to suggest that the gentleman contact Mr. Forte or Mr. Forte contact him to see what the proposal is before it gets placed on the agenda and allow Mr. Forte to brief each of us individually and see if we want to put it on the agenda.

Commissioner Currie stated and just so the Mayor has a third, that was under her comments as well.

Commissioner Byrnes stated if it involves some kind of privatization he doesn't even want to hear it. He wants to make sure that those properties stay available to all the people.

Mr. Forte stated for his clarification, the last time we discussed the park on Riverside Drive when Marcy Albright was here, the Commission gave him direction to bring back a form of a lease agreement for at least approximately 5 foot of the main height water mark which would allow the property owners to put in a dock and a boat lift. That was direction that he was given, that was the direction he was going in and he was anticipating bringing that back to the Commission at the next meeting or two.

Commissioner Byrnes stated but that doesn't prevent us from the rest of the property being public.

Mr. Forte stated the rest of the property will remain a park as the Commission has directed him and made it clear. That area will remain a park and will be secured as such but he was also bringing back a lease agreement for the property owners to build a dock and a boat lift.

Commissioner Capers stated its all part of the discussion.

Commissioner Albert stated she would say that they would have to be consistent in what they say. You don't change what you say in the intent of the conversation based on who is standing in front of you at the time. This is not a new topic they have discussed, its come around multiple times through her tenure, she thinks the best course is before they bring it publicly they do individually discuss their intent with the City Manager so that he is clear on what each one of us has as a vision for that location.

Mr. Forte stated he pretty much knows how most everyone feels about that park.

Commissioner Byrnes stated he believes they made it clear at a public meeting that they want to see that lease come back.

Commissioner Capers stated he thinks Commissioner Byrnes made it clear that he wanted that lease to come back, I never did.

Commissioner Albert stated she was interested in pursuing the lease.

Commissioner Currie stated she was interested in information.

Commissioner Byrnes stated so they want it to come back and see what it is and they can vote for it or against it, that's their prerogative.

Commissioner Capers stated, okay.

Mr. Forte stated that may be the most appropriate action is that when that item comes up, it would be an opportunity to open it up to the public to make comment but again, leasing 5 feet of that may not have as much of an impact on the entire park as some people may think. That park will remain as a park. They can still continue to treat it as a park and maintain it like a park.

Commissioner Currie stated there is no intent to lease the park; that's never been a discussion since 2012 as far as she knows.

Commissioner Byrnes stated and from the comments during public comments, he's talking about improving it, maybe he has some funding sources or sponsors they might be able to bring forward. Commissioner Byrnes stated he sat quiet during public participation but he doesn't know if some of you know that one of the things he does is he works on debunking legends and myths and things along that line, he doesn't care if they go see Vaxxed or not but if you watch that and you don't get your child vaccinated because of that then you are doing a disservice to your child because there has been no thimerosal, no mercury, none of that stuff in American vaccinations since 2000. It's a sad fact that all of this came about because of the one doctor that was mentioned who lied and put out a study that said that the vaccines caused Autism's. It has been thoroughly and totally debunked and researched by the scientists community and there is no correlation. The problem and it's very sad, the reason that it keeps going on is because when you're a parent and something happens to your child, it is very difficult to deal with. It's a lot easier for you to go those nasty drug companies they all did this to us. Vaccines, like anything we do, is not 100% safe. Yes, once in a while very few children are injured by vaccines but the amount of lives that are saved by those vaccines hugely out numbers that. It is not, you should not base your decision on this piece of fiction and that was the message that was delivered. The CDC hasn't done anything to stop that movie from being out, they don't care. They got work to do. It's the public that stopped that. It's the people who understand science and who understand the publicity and who understand what he just explained about parents because it is sad. It is sad when something happens to your child and it's better to blame it on some big government agency or some big company than it is to just say stuff happens because it does. The lying and the misrepresentation that has gone on and the people whose children have died because they didn't get them vaccinated, those people are the ones that suffer the most in this stuff that is constantly spread because the internet is now a big echo chamber because these people that believe that, they all get on there and talk to each other and they think what they're spreading is the truth when what they're spreading has already been debunked and is already junk.

Commissioner Currie asked Mr. Forte if he had an answer to the Marina Grande issue or no?

Mr. Forte stated he doesn't know anything about it. He will look into it.

Commissioner Currie asked is there a way to get back to Mr. Legary and let him know so he can rest in peace. Commissioner Currie congratulated Mr. Morris for being appointed on the Firefighters Trust Fund Board.

9. ADJOURNMENT

The meeting adjourned at approximately 7:30 PM.



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

**City Commission
Resolution**

MEETING DATE: April 26, 2016
FROM: Mark Juliano
SUBJECT: Sica Hall Flooring Replacement - Resolution 2016-R-16
NUMBER: (ID # 1314)
APPLICANT:
PLANNER:

DISCUSSION:

Sica Hall is a Community Center currently used for Council on Aging activities, private rentals, elections and City functions. There are currently (2) layers of dated VCT tile installed throughout all rentable rooms. There is also (1) layer of the same tile throughout the hallway of the building. Due to the age and manner in which this tile was installed, the current tiles cannot be properly maintained.

On Thursday, April 7, 2016 (4) bids were received and vetted for the removal of the current VCT tile, the preparation of the flooring for new tiles, the installation of vinyl plank flooring and the installation of new wall base. The vinyl plank flooring which is being proposed for installation is the same model installed upstairs in City Hall. This vinyl plank flooring will give Sica Hall a more modern look and is exceptionally easy to maintain.

FISCAL ANALYSIS:

\$35,000 was allocated towards this project in the 2015-2016 budget. The low responsive bid for this work was a bid of \$32,395 offered by Aloha Carpets & Floor Coverings.

STAFF RECOMMENDATION:

Approve the contract with Aloha Carpets & Floor Coverings for the replacement of flooring in Sica Hall.

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.

MOTION:

APPROVE RESOLUTION 2016-R-16.**ATTACHMENTS:**

- Sica Hall Flooring Replacement 16BG04 Agreement Recommendation (PDF)
- Sica Hall Flooring Replacement Bid Opening (PDF)

Resolution No. (ID # 1314)**SICA HALL FLOORING REPLACEMENT - RESOLUTION 2016-R-16****RESOLUTION 2016-R-16**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LVS MANAGEMENT INC., dba ALOHA CARPETS & FLOOR COVERINGS, FOR THE FLOORING REPLACEMENT PROJECT FOR SICA HALL COMMUNITY CENTER; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill requested bids for the referenced project in accordance with the City's Purchasing Ordinance; and

WHEREAS, the low bidder was Aloha Carpets & Floor Coverings.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby grant the City Manager authority to award said contract in whole or in part, alter, extend, or terminate said contract with Aloha Carpets & Floor Coverings as determined to be in the City's best interest.

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

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

APPROVED AND AUTHENTICATED this 26th day of April, 2016.



John Penny, Mayor

4/26/2016



Valerie Manning, City Clerk 4/26/2016

CITY OF HOLLY HILL, FLORIDA

Sica Hall Flooring Replacement



PREPARED:

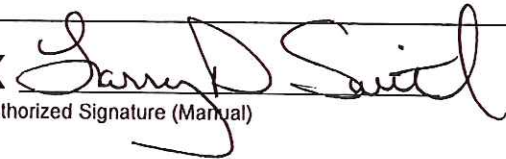
February 2016

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Draft Contract Between City of Holly Hill and Contractor.....	0400
Measure and Payment.....	01025



Sica Hall Flooring Replacement

SUBMIT BIDS TO: City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117 Attn.: CITY CLERK	REQUEST FOR PROPOSALS
Contact: Steven Juengst Facilities Supervisor 386-248-9463 - Phone 386-248- 9499 - Fax sjuengst@hollyhillfl.org	Sica Hall Flooring Replacement
Non-Mandatory Site Visit: March 17, 2016 Time: 2:30pm – 3:30pm	Location of Pre-Bid Conference: City of Holly Hill City Hall City Commission Chambers 1065 Ridgewood Avenue Holly Hill, FL 32117
Bid Due Date: April 7, 2016 Bid Due Time: 2:00pm	Location of Public Opening: City of Holly Hill City Hall Room 227, Large Conference Room 1065 Ridgewood Avenue Holly Hill, FL 32117
Bidder's Name: LVS Management Inc. dba Aloha Carpets & Floor Coverings	Federal Employer ID Number or SS Number: 26-0620767
Mailing Address: 1531 S. Ridgewood Avenue	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Daytona Beach, FL 32114	
Type of Entity: (Circle one) Corporation Partnership/Joint Venture Proprietorship Limited Liability Company	X  Authorized Signature (Manual)
Other:	
Incorporated in the State of: Florida	
Telephone Number: 386-323-7833	Typed Name: Larry D. Smith
Toll Free Telephone Number: (800)	Title: President
Fax Number: 386-323-7873	Date: 4/6/16

THIS FORM MUST BE COMPLETED AND RETURNED AS THE COVER SHEET OF YOU BID

The BIDDER is expected to completely analyze the information contained in these Bid Documents. It is the bidder's sole responsibility to ensure understanding of the proposed work requirements.

INVITATION TO BID

CITY OF HOLLY HILL, FLORIDA

Sica Hall Flooring Replacement

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for **Sica Hall Flooring Replacement**. Bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, *until 2:00 PM on April 7, 2016* at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a **NON-MANDATORY** pre-bid meeting at 2:00pm on March 17, 2016. The location for this meeting will be the Large Conference Room, room 227, at City Hall, 1065 Ridgewood Avenue in Holly Hill. Following the pre-bid meeting, there will be a **NON-MANDATORY** site visit for this project held at the project site, Sica Hall, 1065 Daytona Avenue, Holly Hill, FL 32117.

Description of Work: *This project consists of the removal of existing flooring, addition of new flooring for approximately 5,500 square feet, and replacement of approximately 483 linear feet of wall base in Sica Hall Community Center.*

Copies of the documents may be obtained from the City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, FL 32117. Any addenda to these documents will be issued via electronic mail. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed in writing to Facilities Supervisor at sjuengst@hollyhillfl.org <mailto:bids@qlha.com>, questions will be accepted until 3:00pm on April 1, 2016.

A certified check or bank draft, payable to the City of Holly Hill, Florida, or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid, shall be submitted with each bid. NO bid shall be withdrawn for a period of one hundred twenty (120) days subsequent to the bid opening without the consent of the City of Holly Hill, Florida.

Upon award, the successful bidder will be required to furnish and pay for a satisfactory Contract one hundred percent (100%) Performance Payment Bond which must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regards to mail being delivered by the specified time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Bids shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: "**Sica Hall Flooring Replacement**".

**CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA**

s/
**Joseph Forte
City Manager**

**Section 1 -
Instructions to Bidders**

Sica Hall Flooring Replacement

Submit Bid To:

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

Location of Public Opening:

City of Holly Hill City Hall
Room 227, Large Conference Room
1065 Ridgewood Avenue
Holly Hill, FL 32117

Contact:

Steven Juengst, Facilities Supervisor
City of Holly Hill
sjuengst@hollyhillfl.org

Schedule:

Non-Mandatory Pre-Bid Date: March 17, 2016
Non-Mandatory Pre-Bid Time: 2:00pm
Non-Mandatory Site Visit Date: March 17, 2016
Non-Mandatory Site Visit Time: following pre-bid meeting

Last Day for Questions:

April 1, 2016 at 3:00pm

Bid Due Date: April 7, 2016

Bid Due Time: 2:00pm

CONTACT: All prospective Bidders are hereby instructed not to contact any member of the City of Holly Hill City Commission, City Manager, or City of Holly Hill staff members other than the noted contact person regarding this Bid or their bid at any time prior to the posting on the website of the final evaluation and recommended ranking by City staff for this project. Any such contact shall be cause for rejection of your bid.

PUBLIC OPENING: Bids shall be received by the City Clerk at the above referenced address by the specified time and date. As soon as possible thereafter the names of the Bidders shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the City Clerk at least 48 hours in advance of the Public Opening at 386-248-9441.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Bidders of all changes in scheduled due dates by emailing plan holders.

BID SUBMISSION AND WITHDRAWAL: The City will receive bids at the above address. The outside of the envelope/container must be identified with the bid number and title as stated above. The envelope/container must also include the bidder's name and return address.

BID BOND: A Bid Bond or certified check in the amount of Five Percent (5%) of the Contract Sum shall accompany this bid.

PERFORMANCE AND PAYMENT BOND: A Performance and Payment Bond or letter issued by a surety reasonably acceptable to Owner and with a minimum rating of Class IV by Bests Rating Classification for One Hundred Percent (100%) of the Contract Sum shall be provided upon contract award.

Bids received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located at the desk of the City Clerk shall serve as the official authority to determine lateness of the bid.

The City cautions Bidders to assure actual delivery of mailed or hand-delivered bids prior to the deadline set for receiving bids. Telephone confirmation of timely receipt of the bid may be made by calling 386-248-9441, before the 2:00 pm deadline.

Bidders shall submit **TWO (2) COMPLETE, ORIGINAL SETS** of the complete bid with all supporting documentation in a sealed envelope/container marked as noted above. The Bidder may submit the bid in person or by mail. Bidders may withdraw their bids by notifying the City in writing at any time prior to the time set for the bid deadline.

Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide a signed receipt for the bid. Bids, once opened, become the property of the City and will not be returned to the Bidders.

INQUIRIES: All Bidders shall carefully examine the Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the City of Holly Hill in writing prior to the due date. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid documents including the attached draft agreement, shall be requested in writing, and received by Steven Juengst, 1065 Ridgewood Avenue, Holly Hill, FL 32117, via Email: sjuengst@hollyhillfl.org. The City will not be responsible for any oral instructions made in regard to this bid.

ADDENDA: Should revisions to the bid documents become necessary the City will email contractors who are registered plan holder. All Bidders should contact the designated contact at least three (3) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the bid as unresponsive. Bidder shall sign, date, and return all addenda with their Bid. It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda.

SELECTION PROCESS AND AWARD: The award will be made to the lowest priced, responsive, responsible Bidder consistent with the process and award criteria herein. The City reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment, will best serve the City's interest. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The City reserves the right to reject all bids, to waive any formalities, to solicit and re-advertise for new bids or to abandon the project in its entirety. The City reserves the right to

adjust quantities and scope of work outlined in the bid documents to increase or decrease the identified quantities or scope of work based on quantity prices in the bid without any adjustment to said quantity prices. In preparing the bids, Bidders are hereby advised that the City may accept all or any part of the bid and award the contract accordingly.

In evaluating Bids, the City shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS". Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of the City, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
- (f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the City's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
- (g) Non-compliance with the submittal requirements of these Instructions to Bidders.
- (h) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:

- (a) The ability, capacity and skill of the Apparent Low Bidder to perform the Work.
- (b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder.
- (d) The quality of performance of previous contracts or services to the City of Holly Hill or any other agency or client.
- (e) The previous and existing compliance by the Apparent Low Bidder with Purchasing & Contracts Management procedures, the life safety requirements of the City and other laws, ordinances and regulations.
- (f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
- (g) The quantity, availability and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the City.
- (h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
- (i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement
- (j) The type, structure and experience of the local or branch management proposed.
- (k) Quality Control Program.
- (l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five years.
- (m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five years.
- (n) At the time of opening and immediate review of the bid submittals, the City reserves the right to request all required forms/attachments (other than the bid form) that may have not been submitted at the time of submittal. The respondent shall have twenty-four (24) hours to supply this information to the City for their bid to be considered valid.

LOCAL BIDDER PREFERENCE:

To account for the financial advantages accruing to the City by the award of a contract to a local business or county business, the City has adopted through Ordinance 2920 a local bidder preference, Code of Ordinances Section 30-78. A bid/proposal from a local business shall receive bid preference in an amount not to exceed five percent of the local business' total bid price if the cost differential does not exceed \$25,000.00 for procurement activities in amounts over \$25,000.00. A bid/proposal from a county business shall receive bid preference in an amount not to exceed three percent of the local business' total bid price if the cost differential does not exceed \$15,000.00 for procurement activities in amounts over \$25,000.00. The City, when seeking bids or proposals for commodities or equipment, will notify bidders or proposers that bids or proposals will be evaluated on the basis of this local bidder preference.

A "local business" means a vendor or contractor which has a place of business (other than a post office box) within the City Limits and has a valid, current business tax receipt issued by the City. To qualify as a local business the vendor shall submit with its bid/proposal a completed City of Holly Hill affidavit that documents the following: the business has paid its City of Holly Hill local business tax at least 12 months prior to the opening of the bid/proposal, does business in the Holly Hill community, maintains a physical business address located within the jurisdictional limits of the City of Holly Hill.

The affidavit is included in the bid/proposal solicitation or a copy can be obtained by accessing the Bidding Opportunities section of the City web site. In order to be considered under the Local Bidder Preference, this affidavit is required to be submitted each time a local business submits a bid/proposal.

A "county business" means a vendor or contractor which has a place of business (other than a post office box) within the County Limits and has a valid, current business tax receipt issued by the City of its permanent address. To qualify as a county business the vendor shall submit with its bid/proposal a completed City of Holly Hill affidavit that documents the following: the business has paid its local business tax to the City of its permanent residence at least 12 months prior to the opening of the bid/proposal, does business in the Volusia County community, maintains a physical business address located within the jurisdictional limits of Volusia County. The affidavit is included in the bid/proposal solicitation or a copy can be obtained by accessing the Bidding Opportunities section of the City web site. In order to be considered under the Local Bidder Preference, this affidavit is required to be submitted each time a county business submits a bid/proposal.

BID PREPARATION COSTS: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Bid. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the Bid.

ACCURACY OF BID INFORMATION: Any Bidder which submits in its bid to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

EQUIVALENT MATERIALS AND EQUIPMENT: Whenever Materials or Equipment are specified or described in the Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, Materials or Equipment of other Suppliers may be accepted by the City if sufficient information is submitted by Applicant to allow the City to determine that the material or Equipment proposed is equivalent to that named.

Requests for review of substitute items of material and Equipment will not be accepted by the City from anyone other than Applicant. If Applicant wishes to furnish or use a substitute item of material or equipment Applicant shall indicate this action with his solicitation, make written application to the City for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified.

All variations of the proposed substitute from that specified shall be identified in the solicitation and the Applicant is responsible for any expense incurred by the City from evaluation and acceptance of the proposed substitute, including claims of other Applicants affected by the resulting substitute, all of which will be considered by the City in evaluating the proposed substitute. The City may require Applicant to furnish, at Applicant's expense, additional data about the proposed substitute.

The City shall be the sole judge of acceptability, and no substitute shall be ordered without the City's acceptance. However, the City reserves the right to reject any proposed substitute which would result in an increase in Contract Price and the City may require Applicant to furnish at Applicant's expense a special performance guarantee or other Surety with respect to any substitute. If approval is given, Applicant shall not be excused from performing in conformity with the requirements of the Contract Documents.

Applicant assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the Contract Documents, and that the specifications and all other features of substitute items are suitable for their intended purpose.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the City prior to commencement of Work.**

LICENSES: Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties at the City Clerk's bulletin board and the City's Web page (www.hollyhillfl.org) as part of the commission's agenda packet prior to submission through the appropriate approval process.

BID PROTEST: Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Holly Hill Purchasing & Contract Bid Protests procedures. A vendor/bidder may protest matters involving the award of any contract any time prior to its award by contacting the Purchasing Manager in writing and articulating the alleged basis for the protest. The decision of the Purchasing Manager may be appealed to the City Manager by filing a written appeal with the City Manager within seven (7) days of the decision. The decision of the City Manager may be appealed to the City Commission by filing a written appeal with the City Clerk within seven (7) days of the City Manager's decision. The same procedures above for bid protests shall apply to the contest of a contract award.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, 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 City will be the sole judge in evaluating compliance with Public Records Law.

PROHIBITION AGAINST CONTINGENT FEES: It is unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Bidder to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ACCEPTANCE / REJECTION: The City reserves the right to accept or reject any or all bids, in whole or in part, and to make the award to those Bidders, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. The City reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request. The City reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance (experience) with the City. This information will be used to determine the Bidder's responsibility.

BIDS TO REMAIN FIRM: All Bids shall remain firm for a minimum of one hundred twenty (120) days after the day of the Bid opening to allow for the evaluation and selection process and proper execution of the Agreement. Extensions of time when Bids shall remain opened beyond the one hundred twenty (120) day period may be made only by mutual agreement between The City. The successful Contractor must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid

specifications. F.O.B. POINT: The F.O.B. point shall be destination. Bid responses showing other than F.O.B. Destination will not be accepted. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within the City.

PURCHASING PROCEDURES: The Purchasing Division procedures apply in their entirety with respect to this Bid.

AFFIRMATION: By submission of a bid, Bidder affirms that his/her bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Invitation To Bid and the resulting contract.

MISTAKES IN BID: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. Written amounts shall take precedence over numerical amounts. Bids having erasures or corrections must be initialed in ink by the Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

QUANTITIES: The City will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. The City reserves the right to purchase any, all, or none, of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made. The City reserves the right to adjust quantities and scope of work outlined in the bid documents to increase or decrease the identified quantities or scope of work based on quantity prices in the bid without any adjustment to said quantity prices. In preparing the bids, Bidders are hereby advised that the City may accept all or any part of the bid and award the contract accordingly.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing And Contracts Management Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feel it is in their best interest to do so.

Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

This agreement in no way restricts or interferes with the right of any governmental agency to resolicit any or all items.

Non-Appropriation of Funds: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Project, then the City, shall have the unqualified right to terminate the PURCHASE ORDER(s) or Agreement upon written notice to the Consultant, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

Section 2 – Instructions for the Preparation of Bids

The Bidder(s) warrants its response to this Invitation to Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation to Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects.

Bidders are advised to carefully follow the instructions listed here in order to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

REQUIRED SUBMITTALS:

Cover Page (shall be Page # 1 of Package):

Include:

- Name of Individual, Partnership, Company, or Corporation submitting bid.
- Signature(s) of representative(s) legally authorized to bind the Bidder.
- Address, Telephone Number, Fax Number and all required information.

Contract Sum: The Bidder shall use the Contract Sum forms included in the Bid Documents. Bids not submitted on the attached form shall render the Bid unresponsive.

Attachments:

Conflict of Interest Statement (Attachment A): Complete the form included in this package.

Compliance with the Public Records Law (Attachment B): Complete the form included in this package.

Bidder's Certification (Attachment C): Complete the form included in this package.

Drug-Free Workplace (Attachment D): Complete the form included in this package.

American with Disabilities Act Form (Attachment E): Complete the form included in this package.

Request for Taxpayer Identification Number: W-9 (Attachment F): Complete the form included in this package.

References (Attachment G): Complete the form included in this package.

Identical Tie Proposal (Attachment H): Complete the form included in this package.

Public Entity Crime Sworn Statement (Form #PUR 7068) (Attachment I): Complete the form included in this package.

Summary of Litigation and License Sanctions (Attachment J):

Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years that are related to the services the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

Complete the form included in this package.

License Sanctions: List any regulatory or license agency sanctions within the past five (5) years. Complete the form included in this package.

List of Subcontractors (Attachment K):

Provide a list of subcontractors that shall be used to perform the work associated with this contract.

Local Bidder Preference Affidavit (Attachment L):

Complete the form included in this package for the City of Holly Hill Local Bidder Preference, Affidavit of Eligibility for either the Local Business or County Business.

Section 3
Bid Forms, Statements, Affidavits

FORMS MUST BE COMPLETED AND RETURNED WITH YOUR BID

CONTRACT SUM

PROJECT: Sica Hall Flooring Replacement

Name of Bidder: LVS Management, Inc., dba Aloha Carpet & Floor CoveringsMailing Address: 1531 S. Ridgewood Ave.Street Address: SameCITY/State/Zip: Daytona Beach, FL 32114Phone Number: (386) 323-7833FAX Number: (386) 323-7873

ALL PRICES F.O.B. HOLLY HILL

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. — through —, on file at the City Clerk's Office for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents; that he/she will furnish the required Insurance Certificates.

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Installation of vinyl plank flooring	5,500	sq ft	\$ <u>4.64</u>	\$ <u>25,520.00</u>
2.	Removal of existing flooring	5,500	Sq ft	\$ <u>0.773</u>	\$ <u>4,250.00</u>
3.	Floor Preparation	1	LS	\$ <u>1600.00</u>	\$ <u>1,600.00</u>
4.	Removal of wall base	1	LS	\$ <u>160.00</u>	\$ <u>160.00</u>
5.	Installation of 5"-6" brown vinyl standard wall base	483	LF	\$ <u>179</u>	\$ <u>865.00</u>
	TOTAL BID:				\$ <u>32,395.00</u>

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 7th day of APR, 2016.

LVS Management, Inc.
 (Name of PROPOSER)
[Signature]
 (Signature of person signing FORM)

Larry D. Smith
 (Printed name of person signing FORM)

President
 (Title of person signing FORM)

Sworn to and subscribed before me
 This 7th day of APR

2016. [Signature]
 Signature of Notary (& Stamp)
 Notary Public, State of

Personally Known _____ or
 Produced Identification FL DLV LK
 (type of identification)



Brian Douglas Glenn
 Notary Public
 State of Florida
 My Commission Expires 04/05/2019
 Commission No. FF 217267

ATTACHMENT A CONFLICT OF INTEREST STATEMENT

Before me, the undersigned authority, personally appeared
Larry D. Smith, who was duly sworn, deposes, and states:

1. I am the President of Aloha Carpet & Floor Coverings with a local office in Daytona Beach, FL and principal office in Daytona Beach, FL.
2. The above named entity is submitting an Expression of Interest for the City of Holly Hill project described as ***Bid #: Sica Hall Flooring Replacement***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Qualifications for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Holly Hill.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Holly Hill.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Holly Hill in writing.

DATED this 7th day of April, 2016.

LVS Management, dba Aloha Carpet & Floor Coverings
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Larry D. Smith
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Sworn to and subscribed before me

This 7th day of APR
20 16

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of

Personally Known _____ or
Produced Identification FL DRV LIC
(type of identification)



Brian Douglas Glenn
Notary Public
State of Florida
My Commission Expires 04/05/2017
Commission No. FF 217267

**ATTACHMENT B
COMPLIANCE WITH THE PUBLIC RECORDS LAW**

Upon award recommendation or ten (10) days after receiving, 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 Qualification authorizes release of your firm's credit data to City of Holly Hill.

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

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

DATED this 7th day of April, 2016.

LVS Management, dba Aloha Carpet & Floor Coverings

(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Larry Smith

(Printed name of person signing FORM)

President

(Title of person signing FORM)

Sworn to and subscribed before me

This 7th day of April
20 16

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of

Personally Known _____ or
Produced Identification FL DRIVER'S LIC
(type of identification)



Brian Douglas Glenn
Notary Public
State of Florida
My Commission Expires 04/05/2019
Commission No. FF 217267

ATTACHMENT C PROPOSER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Bid Document.

I hereby propose to furnish the goods or services specified in the Bid at the prices, rates or discounts quoted in my bid. I agree that my Bid will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the City of Holly Hill prior to award.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Holly Hill Government or of any other Bidder interested in said proposal; and that the undersigned executed this Bidders's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

DATED this 7th day of April, 2016.

LVS Management, dba Aloha Carpets & Floor Coverings
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Larry D. Smith
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Sworn to and subscribed before me

This 7th day of APR
2016

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of

Personally Known _____ or
Produced Identification FL DRV L10
(type of identification)



Brian Douglas Glenn
Notary Public
State of Florida
My Commission Expires 04/05/2019
Commission No. FF 217267

ATTACHMENT D DRUG-FREE WORKPLACE FORM

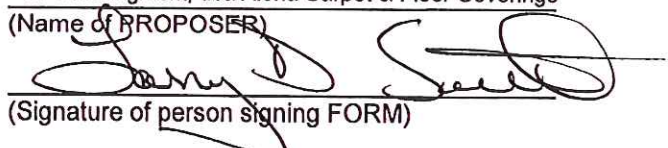
The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that
LVS Management, dba Aloha Carpet & Floor Coverings does:
(Name of Business)

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 proposed 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 Qualification, the employee will propose 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 five (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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATED this 7th day of April, 2016.

LVS Management, dba Aloha Carpet & Floor Coverings
(Name of PROPOSER)

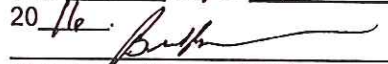

(Signature of person signing FORM)

Larry D. Smith
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Sworn to and subscribed before me

This 7th day of APR
20 16


Signature of Notary (& Stamp)
Notary Public, State of

Personally Known _____ or
Produced Identification FL DRUGLIC
(type of identification)



Brian Douglas Glenn
Notary Public
State of Florida
My Commission Expires 04/05/2019
Commission No. FF 217267

**ATTACHMENT E
AMERICANS WITH DISABILITIES ACT
AFFIDAVIT**

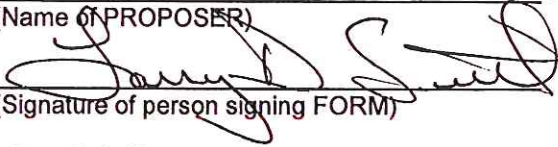
The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

DATED this 7th day of April, 2016.

LVS Management, dba Aloha Carpets & Floor Coverings, Inc.

(Name of PROPOSER)



(Signature of person signing FORM)

Larry D. Smith

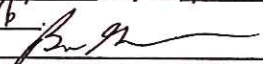
(Printed name of person signing FORM)

President

(Title of person signing FORM)

Sworn to and subscribed before me

This 7th day of APR
20 16


Signature of Notary (& Stamp)
Notary Public, State of

Personally Known _____ or
Produced Identification FL DRV L, C
(type of identification)



Brian Douglas Glenn
Notary Public
State of Florida
My Commission Expires 04/05/2019
Commission No. FF 217267

ATTACHMENT F **Request for Taxpayer Identification Number and Certification** **(W-9 Form)**

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.
Name (as shown on your income tax return) LVS Management, Inc.		
Business name, if different from above Aloha Carpets & Floor Covering		
Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (Disregarded entity, C corporation, S corporation) ☐ Exempt payee ☐ Other (see instructions)		
Address (number, street, and apt. or suite no.) 1531 S. Ridgewood Avenue		Requester's name and address (optional)
City, state, and ZIP code Daytona Beach, FL 32114		
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 <i>How to get a TIN</i> on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
Social security number 		OR Employer identification number
Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).		
Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here	Signature of U.S. person <i>Vicki Smith</i>	Date <i>4/6/16</i>
General Instructions		
Section references are to the Internal Revenue Code unless otherwise noted.		
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: • The U.S. owner of a disregarded entity and not the entity.		
Cat. No. 10231K		Form W-9 (rev. 10-2007)

ATTACHMENT G REFERENCES

Proposer shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name Commercial Construction, Inc.

Contact Name and Title Gary Roberts, President

Address 7 Sunshine Blvd., Ormond Beach, FL 32174

Phone Number 386-238-1570 FAX Number 386-238-1571

Duration of Contract or business relationship 15 years

2. Company Name M.L. Underwood

Contact Name and Title Mike Underwood, Owner

Address 36 N. Orchard St., Ormond Beach, FL 32174

Phone Number 386-672-6651 FAX Number 386-672-1793

Duration of Contract or business relationship 15 years

3. Company Name Lena Tomkins

Contact Name and Title County of Volusia, Facilities Manager

Address 3811 Tiger Bay Road, Daytona Beach, FL 32135

Phone Number 386-547-2747 FAX Number

Duration of Contract or business relationship 15 years

ATTACHMENT H IDENTICAL TIE PROPOSALS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process.

Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. 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 prohibitions.
 - 2) Inform employees about the dangers of drug abuse in the workplace the business 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 Proposal a copy of the statement
 - 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 Proposal, 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 Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
 - 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, 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.
- As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATED this 7th day of April, 2016.

LVS Management, dba Aloha Carpets & Floor Coverings

(Name of PROPOSER)

(Signature of person signing FORM)

Larry D. Smith

(Printed name of person signing FORM)

President

(Title of person signing FORM)

Sworn to and subscribed before me

This 7th day of April, 2016.

Signature of Notary (& Stamp)

Notary Public, State of

Personally Known _____ or
Produced Identification FL PRO LIC

(type of identification)



Brian Douglas Glenn
Notary Public
State of Florida

My Commission Expires 04/05/2019
Commission No. FF 217267

**ATTACHMENT I
PUBLIC ENTITY CRIME SWORN STATEMENT (FORM PUR 7068)**

**SWORN STATEMENT UNDER 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
[print name of public entity]

by Larry D. Smith, President
[print individual's name and title]

for LVS Management, dba Aloha Carpets & Floor Coverings
[print name of entity submitting sworn statement]

whose business address is:

1531 S. Ridgewood Avenue

Daytona Beach, FL 32114

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-0620767
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
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 misrepresentations.
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:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. 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 provision 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.

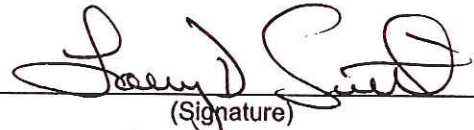
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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, or agents who are active in the management of the 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, or agents who are active in the management of the 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 THE 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 CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

Date: April 7, 2016

Sworn to and subscribed before me this 7th day of APR, 2016.

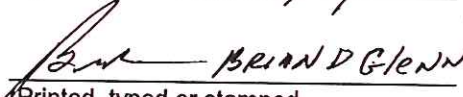
Personally known _____

Or Produced identification X

FL DRVLIC
(Type of Identification)

Notary Public – State of FLORIDA

My commission expires 4/5/19


Printed, typed or stamped
commission name of notary public)



Brian Douglas Glenn
Notary Public
State of Florida
My Commission Expires 04/05/2019
Commission No. FF 217267

ATTACHMENT J
SUMMARY OF LITIGATION AND LICENSE SANCTIONS

(IF NOT APPLICABLE, PLEASE STATE SO):

Not Applicable

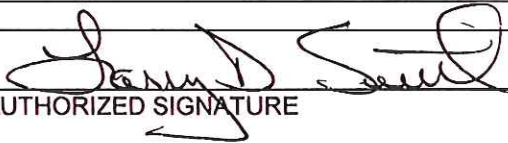

AUTHORIZED SIGNATURE

LVS Management, dba Aloha Carpet & Floor Coverings
COMPANY

4/26/16
DATE

ATTACHMENT K
LIST OF SUBCONTRACTORS

(IF NOT APPLICABLE, PLEASE STATE SO):

Surplus Carpet, Inc.
Noel's Flooring
AUTHORIZED SIGNATURELVS Management, dba Aloha Carpet & Floor Coverings
COMPANY4/6/16
DATE

**ATTACHMENT L
LOCAL BIDDER PREFERENCE**

CITY OF HOLLY HILL

**AFFIDAVIT OF ELIGIBILITY
LOCAL BUSINESS**

All areas of this form are required to be completed. Incomplete forms may be rejected.

1. LEGAL NAME OF BUSINESS: _____

Physical Address: _____

Mailing Address (if different) _____

2. Year your business was established in the City of Holly Hill: _____

3. Business Tax Receipt Number Issued by the City of Holly Hill

BTR Number: _____

Date Issued: _____

4. Please provide a brief description of the nature of your business and how it relates to the community.

.....
The undersigned states that the foregoing statements are true and correct. The City of Holly Hill reserves the right to verify all information submitted as part of this affidavit. The undersigned acknowledges that the application of Local Bidder Preference is subject to Section 30-78, Code of Ordinances.

By:

Signature _____

Name, Typed or Printed _____

Title, Typed or Printed _____

Mailing Address _____

City, State, Zip Code _____

Telephone Number _____

Sworn to and subscribed before me

This _____ day of _____

20____.

Signature of Notary (& Stamp) _____

Notary Public, State of _____

Personally Known _____ or

Produced Identification
(type of identification) _____

**ATTACHMENT L
LOCAL BIDDER PREFERENCE**

CITY OF HOLLY HILL

**AFFIDAVIT OF ELIGIBILITY
COUNTY BUSINESS**

All areas of this form are required to be completed. Incomplete forms may be rejected.

- LEGAL NAME OF BUSINESS: LVS Management, dba Aloha Carpet & Floor Coverings
Physical Address: _____ Mailing Address (if different) _____
1531 S. Ridgewood Avenue _____
Daytona Beach, FL 32114 _____

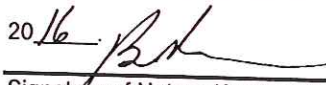
- Year your business was established in the City of permanent address: 1986
- Business Tax Receipt Number Issued by the City of permanent address
BTR Number: BT-61874 Date Issued: 9/14/15
- Please provide a brief description of the nature of your business and how it relates to the community.
Aloha Carpets is the leading floor covering outlet store in Volusia County. Our family owned and operated business has
gained a reputation for over 25 years in suppling local municipalities, homeowners and businesses outstanding customer service,
products and installation.

The undersigned states that the foregoing statements are true and correct. The City of Holly Hill reserves the right to verify all information submitted as part of this affidavit. The undersigned acknowledges that the application of Local Bidder Preference is subject to Section 30-78, Code of Ordinances.

By: 
Signature
Larry D. Smith
Name, Typed or Printed
President
Title, Typed or Printed
1531 S. Ridgewood Avenue
Mailing Address
Daytona Beach, FL 32114
City, State, Zip Code
32114 386-323-7833
Telephone Number

Sworn to and subscribed before me

This 7th day of APR

2016

Signature of Notary (& Stamp)

Notary Public, State of
FLORIDA

Personally Known _____ or _____

Produced Identification FL DRV LIC
(type of identification)



Brian Douglas Glenn
Notary Public
State of Florida
My Commission Expires 04/05/2019
Commission No. FF 217267

**CITY OF HOLLY HILL, FLORIDA
CONTRACT WITH
Aloha Carpets & Floor Coverings
For Sica Hall Flooring Replacement
Project Number 16BG04**

THIS Contract made and entered into the ____ day of _____, 20____ by and between the CITY OF HOLLY HILL, FLORIDA, whose address is 1065 Ridgewood Ave., Holly Hill, Florida 32117, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and **LVS Management Inc. dba Aloha Carpets & Floor Coverings**, hereinafter referred to as to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the scope of work (see exhibit A); and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide construction services as subsequently specifically set out in Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such construction/services upon said terms and conditions; and

WHEREAS, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality construction/services to the CITY; and

WHEREAS, all CITY promulgated bid documents pertaining to this project and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor and construction/services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing construction/services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other service providers to provide the same construction/services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other service providers for CITY projects. The CITY reserves the right to select which construction/services provider shall provide construction/services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between construction/services providers.

(d) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(e) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(f) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order (See Exhibit B). The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.

(g) When the term "law" is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(h) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall

remain forever an independent contractor with respect to all construction/services performed under this Agreement.

(i) Persons employed by the CONTRACTOR in the provision and performance of the construction/services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(j) No claim for construction/services furnished by the CONTRACTOR not specifically provided for herein or in a Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF CONSTRUCTION/SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide construction/services included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the construction/services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the construction/services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: WORK ORDERS.

(a) The provision of construction/services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Work Order issued on a form provided by the CITY hereunder commencing the provision of construction/services. Additional construction/services to be performed by the CONTRACTOR to the CITY shall be authorized in written Work Orders issued by the CITY on a form provided by the CITY. Work Orders executed by the CITY shall include a detailed description of construction/services and a completion schedule. The CONTRACTOR shall review Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted.

(b) If the construction/services required to be performed are clearly defined, the Work Order shall be issued on a "LUMP SUM" or "UNIT PRICE" basis.

- (1) "LUMP SUM": The CONTRACTOR shall perform all construction/services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated LUMP SUM amount stated therein. For Work Orders issued on a "Lump Sum", the CONTRACTOR may

invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Lump Sum amount equal to a percentage of the total construction/services actually completed.

(2) "UNIT PRICE": The CONTRACTOR shall perform all construction/services required by the Work Order based upon the unit price submitted in the CONTRACTOR'S bid. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed. In no event, shall the invoice amount exceed a percentage of the Line Item amount equal to a percentage of the total work actually completed. Add/ deduct changes shall be calculated based upon the unit price submitted.

(c) If the construction/services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and may contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Not-to-Exceed amount. For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total construction/services actually completed.

(d) Each Work Order issued on a "Lump Sum" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order, but, if not prescribed, shall be ten percent (10%). If the CITY determines that work is substantially complete and the amount retained is considered to be in excess of the cost to complete the contract or the amount of unpaid subcontractors, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(e) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any construction/construction/services rendered, the cost of the construction/construction/services, the name and address of the CONTRACTOR, Work Order Number, Purchase Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF CONSTRUCTION /SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the construction/services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the construction/services described in this Agreement and to be identified Work Orders and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects.

Execution of a Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the construction/services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of construction/services set forth in any particular Work Order.

(b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order (Exhibit C). Each Change Order shall include a schedule of completion for the construction/services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the construction/services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

(c) An Agreement between the parties on an execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule. Work to be completed as part of a Change Order is authorized only once the Change Order has been fully executed by the CITY and CONTRACTOR.

(d) In the event of inclement weather, requests for "rain days" must be submitted by the CONTRACTOR to the CITY in writing in the form of a change order request within 48 hours of the event. Failure to submit request within 48 hours will nullify consideration of the request.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all construction/services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee social security numbers, addresses and driver licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the construction/services. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other construction/services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other construction/services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the construction/services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the construction/services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all construction/services provided by the CONTRACTOR under the terms of this Agreement and each and every Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR or the CITY as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of construction/services under Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's construction/services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the construction/services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all construction/services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the construction/services provided and performed under this Agreement, timing of the CONTRACTOR's provision of construction/services, or a defect or change necessary in the construction/services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the construction/services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the construction/services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's construction/services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Work Order which assigns construction/services to be accomplished by the CONTRACTOR .

(b) The CONTRACT shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment in accordance with the *Florida Prompt Payment Act*.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) calendar days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, purchase order number, and billing period.

(e) CONTRACTOR's final invoice shall be clearly marked as "final" and shall include final release of lien from each of the CONTRACTOR's subcontractors and suppliers.

(f) The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed construction/services referenced in an invoice.

(g) Invoices are to be forwarded directly to:

Steven Juengst, Facilities Supervisor
1065 Ridgewood Avenue
Holly Hill, Florida 32117

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of construction/services as described in this Agreement upon issuance of the Notice to Proceed. Notice to Proceed will be issued after the following conditions have been met: execution of this Agreement, issuance of a Purchase Order, execution of a Work Order issued by the CITY. The date of commencement indicated in the Notice to Proceed shall serve as the date of commencement for this project and shall serve as the start date for any liquidated damages.

(b) Liquidated damages for this project shall be \$1,000 (one thousand dollars) for each day the project continues past the completion date indicated in the Notice to Proceed or the amended completion date through a Change Order.

(c) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Work Orders as described in each Work Order. However, if the CONTRACTOR is delayed at any time in the provision of construction/services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the construction/services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or

compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

The initial term of this Agreement shall be for a period of 90 calendar days. The total work shall be substantially complete within 60 days and finally complete within 30 days. The agreement referenced will begin upon issuance of a purchase order from the City to the awarded contractor. Working days will be permitted as Monday through Friday. Weekend hours will be permitted with prior appropal. Working hours are permitted as detailed in Holly Hill Code of Ordinances, Part II Code of Ordinances, Chapter 26 Environment, Article II Noise, Section 26-35.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

**Steven Juengst, Facilities Supervisor
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117**

(d) The CONTRACTOR's designated representative is:

Contractor Representative
Address
Address

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Work Order for cause at any time or this Agreement or any Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the construction/services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.

(c) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may

then immediately terminate this Agreement or any Work Order in progress under this Agreement.

(d) In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement. In the event of such cause, the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest.

(b) The CITY shall have the right to terminate this Agreement without cause with a thirty (30) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.

(c) In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(d) This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be not terminated.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the construction/services provided by the CONTRACTOR to the date of termination and any additional construction/services shall be paid to the CONTRACTOR.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all construction/services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's construction/services under any Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's construction/services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR according to the *Florida Prompt Payment Act* all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of construction/services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the construction/services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of construction/services hereunder are to be resumed, the CONTRACTOR shall continue to provide the construction/services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY AND INSURANCE.

(a) To the fullest extent permitted by law, the CONTRACTOR shall indemnify, hold harmless and defend the CITY, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys fees and other legal costs such as those for paralegal, investigative, and legal support construction/services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of construction/services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of the CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors. Additionally, the CONTRACTOR accepts responsibility for all damages resulting in any way related to the CONTRACTOR'S performance of work.

(b) In accordance with Section 725.06, *Florida Statutes*, adequate consideration has been provided to the CONTRACTOR for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.

(c) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, *Florida Statutes*.

(d) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(e) The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Agreement; provided, however, that the CONTRACTOR must also comply with the provisions of this Agreement relating to insurance coverages.

(f) The CONTRACTOR shall submit a report to the CITY within twenty-four (24) hours of the date he becomes aware of any incident resulting in damage or which is reasonably likely to result in a claim of damage.

SECTION 21: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$1,000,000 for Employer's Liability.

(2) Comprehensive General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury. The limits will not be less than \$1,000,000 Combined Single Limit (CDL) or its equivalent.

(3) Comprehensive Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

(b) All insurance other than Workers Compensation to be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement from the CITY. These Certificates of Insurance shall become part of this Agreement as Exhibit "D". Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including the CONTRACTOR's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, *Florida Statutes*, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with insurance acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Agreement.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the CITY by submission of a new Certificate of Insurance.

(e) The CONTRACTOR shall furnish Certificate of Insurance directly to the CITY's designated representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by this Agreement.

(f) The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONTRACTOR. There are no third party beneficiaries to this Agreement.

(g) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 22: STANDARDS OF CONDUCT.

(a) The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act (INA)*. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the construction/services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all construction/services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits city permits and no expense, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing of it who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or construction/services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 23: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of construction/services under this Agreement. This includes the responsibility to record the Notice of Commencement and all bonds with the County Clerk of Court. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance construction/services under this Agreement and date of final payment for said construction/services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which construction/services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any construction/services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the City of Holly Hill, Florida, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to construction/services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 24: CODES AND DESIGN STANDARDS.

(a) All construction/services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the construction/services to be performed under this Agreement.

SECTION 25: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement resulting from the sale or merger of the CONTRACTOR resulting in a change in the majority ownership without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 26: SUBCONTRACTORS.

(a) Any CONTRACTOR's proposed subcontractors shall be submitted to the CITY and shall be shown as part of this contract Exhibit "E" prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment,

and insurance certifications. Any alteration to the subcontractor list provided as Exhibit "E" shall be presented to the City in writing in the form of a Change Order and approved prior to the CONTRACTOR entering into a subcontract.

(b) Substitution or addition of any Subcontractor without an approved Change Order may result in the CONTRACT being voidable at the CITY'S discretion. Subcontractors are not authorized to have subcontractor agreements without an approved Change Order.

(c) The CONTRACTOR shall coordinate the provision of construction/services and work product of any CITY approved subcontractors, and remain fully responsible for such construction/services and work under the terms of this Agreement.

(d) Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of the CONTRACTOR's duties commensurately with the CONTRACTOR's duties to the CITY under this Agreement, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Agreement. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

(e) The CONTRACTOR and subcontractors shall reasonably cooperate at all times with the CITY and other CITY contractors and professionals.

SECTION 27: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 28: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature,

existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 29: EXTENT OF AGREEMENT/INTERGRATION/AMENDMENT.

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 30: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and 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.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

Joe Forte
City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

For the CONTRACTOR:

Contractor Designated Contact

Title

Address

Address

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 31: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 32: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 33: EXHIBITS AND ATTACHMENTS.

Each exhibit and/or attachment referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and/or attachment and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 34: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this

Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 35: SEVERABILITY/CONSTRUCTION.

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 36: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 37: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Commission taking action on the _____ day of _____, 20__ and _____ the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

CONTRACTOR NAME

By:

By: _____
Witness for: *CONTRACTOR*.

Name, Title

Date: _____

ATTEST:

City of Holly Hill, Florida

By:

Valerie Manning, City Clerk

Joe Forte, City Manager

Date: _____

SCOPE OF WORK
Exhibit A

1. Remove two (2) layers of existing VCT tile in curtained areas between rooms and remove (1) layer of existing VCT tile in rooms 1, 2, 3 and 4 as well as main hallway in Sica Hall Community Center.
2. Remove existing floorboard molding and prepare floor for installation of vinyl plank flooring.
3. Install approximately 5,500 square feet of Karndean luxury vinyl plank Van Gogh grandewood to existing areas. Areas include rooms 1, 2, 3 and 4 as well as main hallway in Sica Hall Community Center.
4. Install approximately 483 linear feet of new brown vinyl wall base throughout refloored area as well as in foyer. The height of wall base will need to be 5" – 6".

WORK ORDER FORM
Exhibit B

CITY OF HOLLY HILL
WORK ORDER

FOR: Description or work to be completed under work order. _____

WORK ORDER NO.: 1 Purchase Order No. _____

PROJECT: Project

CONTRACTOR: *CONTRACTOR*

Execution of the Work Order by the CITY shall serve as authorization for the CONTRACTOR to provide for the above project, construction/services as set out in the Scope of Work attached as Exhibit "A," to that certain Agreement dated _____, 20____ between the CITY and the CONTRACTOR and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- ☐ DRAWINGS/PLANS/SPECIFICATIONS
- ☐ SCOPE OF CONSTRUCTION/SERVICES
- ☐ SPECIAL CONDITIONS
- ☐ _____

The CONTRACTOR shall provide said construction/services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon issuance of a Notice to Proceed by the CITY and shall be completed within 90 days.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

- ☐ LUMP SUM
- ☐ TIME BASIS METHOD WITH A NOT-TO- EXCEED AMOUNT
- ☐ TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT
- ☐ UNIT PRICE

(b) If the compensation is based on a "LUMP SUM," then the CONTRACTOR shall perform all construction/services required by this Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated LUMP SUM amount stated therein. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Lump Sum amount equal to the percentage of the total construction/services actually completed. In no event shall the CONTRACTOR be paid more than the LUMP SUM Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the CONTRACTOR shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The CONTRACTOR'S compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONTRACTOR is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$_____) without prior written approval of the CITY. Such approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CITY shall compensate the CONTRACTOR for the actual work performed under this Work Order.

(e) If the compensation is based on a "UNIT PRICE," then the CONTRACTOR shall perform all construction/services required by this Work Order based upon the unit price submitted in the CONTRACTOR'S bid. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; not more than once monthly.

(f) Payment to the CONTRACTOR shall be made by the CITY in strict accordance with the payment terms of the above-referenced Agreement. Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. 10% retainage shall be deducted from each submitted invoice to be paid to the CONTRACTOR as the final payment after lien waivers have been furnished.

(g) It is expressly understood by the CONTRACTOR that this Work Order, until executed by the CITY, does not authorize the performance of any construction/services by the CONTRACTOR and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONTRACTOR to perform the construction/services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the respective dates under each signature: the CITY through its City Commission taking action on February 26th, 2013, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

Corporate Secretary or Witness

Name, Title

Date: _____

ATTEST:

CITY OF HOLLY HILL

Valerie Manning, City Clerk

Joe Forte
City Manager

Date: _____

CHANGE ORDER Exhibit C

CITY OF HOLLY HILL
CONTRACT CHANGE ORDER – Project 16BG04

CHANGE ORDER NO.: _____

DATE: _____ CONTRACTOR: ALOHA CARPETS

OWNER: CITY OF HOLLY HILL

AGREEMENT DATE: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Original CONTRACT PRICE \$ _____

Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDER* \$ _____

Net (Increase) Resulting from this CHANGE ORDER \$ _____

The current CONTRACT PRICE including this CHANGE ORDER \$ _____

ORIGINAL CONTRACT TIME: _____ Date: _____

Current CONTRACT TIME adjusted by previous CHANGE ORDERS* Date: _____

Net (Increase) Resulting from this CHANGE ORDER Days: _____

Current CONTRACT TIME including this CHANGE ORDER _____ Date _____

CHANGES ORDERED:

1. for work at outlined on correspondence attached dated.
- 2.
- 3.

I. GENERAL

This Change Order is necessary to cover changes in the Work to be performed under this Contract. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all Work under this Change Order.

II. REQUIRED CHANGES

- 1.
- 2.
- 3.

- III. JUSTIFICATION
- 1.
 - 2.
 - 3.

IV. PAYMENT

There will be no changes in the method of payment from the original contract.

V. NARRATIVE OF NEGOTIATIONS

Quotes received.

VI. APPROVAL AND CHANGE AUTHORIZATION

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided therein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in Contract Price and Time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications or performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the OWNER for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the OWNER arising from or relating to the matters or Work set forth or contemplated by this Change Order.

RECOMMENDED BY:

ACCEPTED BY:

Project Manager, City of Holly Hill

Name, Title:

Date: _____ Date: _____

Title: _____

.....
APPROVED BY: City of Holly Hill, Florida

By: _____ Date: _____

Joe Forte, City Manager

CERTIFICATES OF INSURANCE
Exhibit D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/07/2016

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

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

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 House		CONTACT NAME: Audrey Freeborough PHONE (A/C, No, Ext): 386-252-9601 FAX (A/C, No): 386-239-5729 E-MAIL ADDRESS: afreeborough@bbdaytona.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Insurance Co Ltd	
		INSURER B: Foremost Ins Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED LVS MANAGEMENT, INC DBA ALOHA CARPET & FLOOR COVERING 1531 S. RIDGEWOOD AVE. DAYTONA BEACH, FL 32114		NAIC # 11000 11185
---	--	---------------------------------

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			21SBMBX6741	07/28/2015	07/28/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			21SBMBX6741	07/28/2015	07/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	005422128	12/06/2015	12/06/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

CITYH47 CITY OF HOLLY HILL FLORIDA 1065 RIDGEWOOD AVE HOLLY HILL, FL 32117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

LIST OF SUBCONTRACTORS
Exhibit E

PERFORMANCE BOND
Exhibit F

REQUEST FOR PROPOSALS

Exhibit G

CITY OF HOLLY HILL, FLORIDA

Sica Hall Flooring Replacement

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for **Sica Hall Flooring Replacement**. Bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 2:00 PM on April 7, 2016** at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a **NON-MANDATORY** pre-bid meeting at 2:00pm on March 17, 2016. The location for this meeting will be the Large Conference Room, room 227, at City Hall, 1065 Ridgewood Avenue in Holly Hill. Following the pre-bid meeting, there will be a **NON-MANDATORY** site visit for this project held at the project site, Sica Hall, 1065 Daytona Avenue, Holly Hill, FL 32117.

Description of Work: *This project consists of the removal of existing flooring, addition of new flooring for approximately 5,500 square feet, and replacement of approximately 483 linear feet of wall base in Sica Hall Community Center.*

Copies of the documents may be obtained from the City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, FL 32117. Any addenda to these documents will be issued via electronic mail. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to Facilities Supervisor at sjuengst@hollyhillfl.org <mailto:bids@qlha.com>, questions will be accepted until 3:00pm on April 1, 2016.

A certified check or bank draft, payable to the City of Holly Hill, Florida, or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid, shall be submitted with each bid. **NO** bid shall be withdrawn for a period of one hundred twenty (120) days subsequent to the bid opening without the consent of the City of Holly Hill, Florida.

Upon award, the successful bidder will be required to furnish and pay for a satisfactory Contract one hundred percent (100%) Performance Payment Bond which must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regards to mail being delivered by the specified time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Bids shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: **"Sica Hall Flooring Replacement"**.

**CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA**
s/
Joseph Forte
City Manager

BID BOND
Exhibit H

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart
Bid Bond No. 71772981



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we LVS Management, Inc. dba Aloha Carpet & Floor Coverings, Inc., 1531 S. Ridgewood Avenue, Daytona Beach, FL 32114
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Western Surety Company
(Here insert full name and address or legal title of Surety)
333 S. Wabash Ave., Chicago, IL 60604

a corporation duly organized under the laws of the State of SOUTH DAKOTA
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Holly Hill, Florida
(Here insert full name and address or legal title of Owner)

1065 Ridgewood Avenue, Holly Hill, FL 32117
as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

Dollars (\$ ---5%---),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Sica Hall Flooring Replacement - Installation of vinyl plank, removal of existing flooring, floor prep, removal of wall base & install of wall base, Holly Hill, FL

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of April 2016

Uniko Smith
(Witness)

LVS Management, Inc. dba Aloha Carpet & Floor Coverings, Inc.

Samuel D. Smith
(Principal) (Seal)
(Title) President

Norothy K. Adams
(Witness)

Western Surety Company

Don Bramlage
(Surety) (Seal)
(Title)

Don Bramlage, Attorney-in-Fact
and Florida Licensed Resident Agent



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Don Bramlage, Jeffrey W Reich, Susan L Reich, J Gregory Mac Kenzie, Leslie M Donahue, Kim E Niv, Teresa L Durham, Patricia L Slaughter, Individually

of Altamonte Springs, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature nature - In Unlimited Amounts - for any and all surety bonds and any and all consents required by the State Department of Transportation of the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 2nd day of June, 2005.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of June, 2005, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2006



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of April, 2016



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND
CERTIFICATION**

(W-9 Form)

Exhibit I

ATTACHMENT F
Request for Taxpayer Identification Number and Certification
(W-9 Form)

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.
Name (as shown on your income tax return) LVS Management, Inc.		
Business name, if different from above Aloha Carpets & Floor Covering		
Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (disregarded entity, C corporation, P partnership) ▶ ☐ Exempt payee		
Address (number, street, and apt. or suite no.) 1531 S. Ridgewood Avenue		
City, state, and ZIP code Daytona Beach, FL 32114		
Use 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 26 0620767		
Part II Certification		
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).		
Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here	Signature of U.S. person ▶ <i>William Smith</i>	Date ▶ <i>4/6/16</i>
General Instructions Section references are to the Internal Revenue Code unless otherwise noted.		
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: • The U.S. owner of a disregarded entity and not the entity,		
OMB No. 1523-11X		Form W-9 (Rev. 10-2007)

HOLLY HILL COMMISSION RESOLUTION
Exhibit J

CONTRACT SUM
Exhibit K

See attached bid forms submitted by CONTRACTOR.

CONTRACT SUM

PROJECT: Sica Hall Flooring Replacement

Name of Bidder: LVS Management, Inc., dba Aloha Carpet & Floor Coverings

Mailing Address: 1531 S. Ridgewood Ave.

Street Address: Same

CITY/State/Zip: Daytona Beach, FL 32114

Phone Number: (386) 323-7833

FAX Number: (386) 323-7873

ALL PRICES F.O.B. HOLLY HILL

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. — through —, on file at the City Clerk's Office for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents; that he/she will furnish the required Insurance Certificates.

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Installation of vinyl plank flooring	5,500	sq ft	\$ <u>4.64</u>	\$ <u>25,520.00</u>
2.	Removal of existing flooring	5,500	Sq ft	\$ <u>0.773</u>	\$ <u>4,250.00</u>
3.	Floor Preparation	1	LS	\$ <u>1600.00</u>	\$ <u>1,600.00</u>
4.	Removal of wall base	1	LS	\$ <u>160.00</u>	\$ <u>160.00</u>
5.	Installation of 5"-6" brown vinyl standard wall base	483	LF	\$ <u>179</u>	\$ <u>865.00</u>
	TOTAL BID:				\$ <u>32,395.00</u>

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 7th day of APR, 2016.

LVS Management, Inc.
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Larry D. Smith
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Sworn to and subscribed before me
This 7th day of APR

20 16 [Signature]
Signature of Notary (& Stamp)
Notary Public, State of

Personally Known _____ or
Produced Identification FL DRVLK
(type of identification)



Brian Douglas Glenn
Notary Public
State of Florida
My Commission Expires 04/05/2019
Commission No. FF 217267



CITY OF HOLLY HILL

The City with a Heart

1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117

www.hollyhillfl.org

Building, Zoning, Licensing & Inspections

386-248-9442
Fax 386-248-9498

City Clerk

386-248-9441
Fax 386-248-9448

City Manager

386-248-9425
Fax 386-248-9448

Community Services

386-248-9435
Fax 386-248-9448

Economic Development

386-248-9424
Fax 386-248-9444

Finance

386-248-9427
Fax 386-248-9497

Human Resources

386-248-9440
Fax 386-248-9448

Information Technology

386-248-9459
Fax 386-248-9448

Public Works

386-248-9463
Fax 386-248-9499

Utility Billing

386-248-9432
Fax 386-248-9458

Community Development & Resource Center

386-248-9453
Fax 386-248-9437

March 17, 2016

RE: Addendum #1 Sica Hall Flooring Replacement

Addendum #1: There are (2) layers of tile throughout rooms 1-4. Only the hallway has (1) layer of tile. 6" wall base will be required

City of Holly Hill

Sica Hall Flooring Replacement Project

Bid Opening

Thursday, April 7, 2016 @ 2:00pm

Firm	Total Bid	Bid Bond	2 Copies of Bid Packet
Surplus Carpet	n/a	n/a	n/a
Discount Quality Carpet	\$35,516.00	No	Yes
Aloha Carpets	\$32,395.00	Yes	Yes
Prestige Carpet	\$33,596.50	Yes	Yes
Refresh Construction	\$40,315.70	Yes	Yes
McAllister Flooring	n/a	n/a	n/a



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

**City Commission
Agenda Item**

MEETING DATE: April 26, 2016
FROM: Thomas Harowski
SUBJECT: 310 Ridgewood Zoning Approval Grant an Extension of the Non-Conforming Use Approval to Allow an Automotive Repair Business to be Established at This Location.
NUMBER: (ID # 1317)
APPLICANT: City of Holly Hill
PLANNER: Thomas Harowski

INTRODUCTION: The City has received a request to issue a permit for improvements to the building at 310 Ridgewood Avenue to accommodate an automotive repair business. Automotive repair is now a prohibited use along Ridgewood Avenue under the terms of the Redevelopment District Overlay, but this property has a history of extensions of non-conforming use to allow automotive repair. The most recent approval granted by the City Commission has expired.

BACKGROUND: The property in question is the former “Dyno Power” building. The property is a single-purpose structure with auto repair bays in place. The last active repair business at this site was in 2007. Subsequent to the closure of this business, the Redevelopment District Overlay was adopted and automotive repair became a non-conforming use. In 2009 the Board of Planning and Appeals granted a re-establishment of the non-conforming use. The property owner at that time did not apparently clearly understand that the extension had a time limit to be activated and no action was taken to open a repair business at that location.

In 2014 the City Commission made a determination that the 2009 approval given by the BOPA was still valid. A letter to this effect was sent to the property owner notifying him of the extension and the time limit to activate the use. No action was taken to establish a repair use to the City’s knowledge.

Now that a business is apparently ready to occupy the parcel, the City Commission again needs to consider whether the non-conforming use is still in effect. The current inquiry is from a contractor seeking permits to make interior and exterior renovations to the building in preparation for locating a repair business on site.

DISCUSSION: As noted the building is a single-purpose structure that is best utilized for an automotive repair business. The property has remained unoccupied since 2007, indicating the market for repair businesses is weak and that the obstacles to converting or replacing the building for another use is not economically viable. The City on at least two prior occasions has supported the re-establishment of automotive repair at this

location. The question for the Commission is do they again wish to extend some relief for the property owner in occupying the building.

To date the property has been generally well maintained in terms of the exterior of the building and grounds. If some viable use is not permitted, the long-term ability to maintain the property may be impacted.

RECOMMENDATION: Grant one more continuation of the approval for the non-conforming use extension.



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

**City Commission
Agenda Item**

MEETING DATE: April 26, 2016
FROM: Joseph Forte
SUBJECT: Throw Out All Bids Associated with the Wrecker Service Agreement from the January 26, 2016 City Commission Meeting
NUMBER: (ID # 1269)
APPLICANT:
PLANNER:

DISCUSSION: The Wrecker Service Agreement provides the City with an exclusive towing service provider that professionally and timely removes inoperable vehicles from roadways, crash sites, and other locations as authorized by City representatives. The service agreement also allows for the towing of City owned vehicles and storage of vehicles seized as evidence in criminal investigations.

The City of Holly Hill announced the Request for Proposals (RFP) for Wrecker Service Agreement, on December 21, 2015, via the Daytona Beach News-Journal, individual mailings to all towing companies within Volusia County, the city's website, and VendorLink (an online solicitation company).

There were (5)-five Wrecker Service providers that attended the January 4, 2016 mandatory pre-bid meeting. All (5)-five Wrecker Service providers were inspected and had the city's required insurances, towing vehicle fleet, vehicle storage capacity, and proximity to the City.

On December 11, 2016, (3)-three Wrecker Service providers submitted bids to fulfill the Wrecker Service Agreement for the City, as proposed.

Fryer's Towing was the highest bidder at \$3,544.42 per month, \$42,533.04 annually.

Universal Towing was second at \$1,502.00 per month, \$18,024.00 annually.

Arrow Wrecker was third at \$1,254.10 per month, \$15,049.20 annually.

Buddy's Towing failed to submit a bid.

Daytona Wrecker failed to submit a bid.

FISCAL ANALYSIS: None at this time.

STAFF RECOMMENDATION: This item was tabled at the January 26, 2016 City Commission Meeting due to issues identified with one of the Bid submittals. The City Commission Authorized the City Manager to move forward with the other two responsible, responsive bidders on a rotating month to month basis. In February, the City staff identified problems with how customers were being billed and disqualified another vendor. Since the end of February, Arrow Wrecker Service has been complying with the terms of the agreement and doing well however, without compensation to the City. Since the original bid proposal contained inaccurate information, the City Manager is recommending the City Commission throw out all bids and re-bid this contract with accurate information. The Police Department staff has reviewed the records for a full fiscal year and have determined the correct number of potential tows for a given year which will allow all bidders to provide a more accurate hard bid.

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

improvement program, and encourages public/private sector partnerships and intergovernmental partnerships

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

MOTION: Throw out all bids and direct the City Manager to re-bid the Towing Service Agreement.

HISTORY:

01/26/16

Next: 04/26/16

City Commission

TABLED INDEFINITELY