

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • MAY 28, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. POSITIVITY AWARD - NONE**3. PRESENTATION**

- 1. LPGA Sub-Area Study Presentation
(Requested by Brian Walker, City Planner)

4. RECESS THE CC MTG & CONVENE AS THE CRA**5. CRA AGENDA ITEM**

- 1. -2019-R-29 A Resolution by the Community Redevelopment Agency (CRA) to Approve the Contract with Charter-Spectrum for the Relocation of Their Existing Facilities on Fpl Poles and Authorizing the City Manager to Execute the Agreement for the Stated Amount of \$705,746.23.
(Requested by Antoine Khoury, Public Works)

6. ADJOURN AS THE CRA & RECONVENE THE CC MTG**7. PUBLIC COMMENTS****8. APPROVAL OF MINUTES**

- 1. Minutes - May 14, 2019, Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

9. CONSENT AGENDA - ITEMS (1 - 4)

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

- 1. Resolution -2019-R-30 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Bid to the Lowest Responsive/Responsible Bidder; Authorizing the City Manager to Execute the Agreement with R&R Industries to Perform City-Wide Re-Roofing; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)

2. Resolution -2019-R-31 A Resolution of the City Commission of the City of Holly Hill, Florida, Approve and Award the Agreement with Spatco Energy Solutions as the Lowest Responsive/Responsible Bidder to Construct a 12,000 Diesel Fuel Tank and Abandon in Place the Existing Fuel Tank; Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

3. Resolution -2019-R-32 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with US Submergent Technologies to Perform Cleaning of BTU #2 Unit at the Waste Water Treatment Plant; Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

4. Resolution -2019-R-33 A Resolution of the City of Holly Hill, Florida, to Approve and Award the Contract to Replace Filter Media at the Holly Hill Water Plant with S4 Water Sales and Service; Authorize the City Manager to Execute the Contract; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

10. REGULAR AGENDA

1. Resolution -2019-R-34 A Resolution by the City Commission of the City of Holly Hill, Florida, to Approve the Contract with Charter-Spectrum for the Relocation of Their Existing Facilities on FPL Poles; Authorizing the City Manager to Execute the Agreement for the Stated Amount of \$705,746.23.

(Requested by Antoine Khoury, Public Works)

2. Fountainhead Lease Agreement for Lot 1 of the Fountainhead Plat

(Requested by Joseph Forte, City Manager)

11. 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.

12. COMMUNICATIONS

A. City Manager & Staff Comments

a. State Highway Lighting, Maintenance & Compensation Agreement Work Order
FY19/20

(Requested by Valerie Manning, City Clerk)

B. City Attorney Comments

C. City Commission Comments

D. Mayor's Comments

13. ADJOURNMENT**Website Address – www.hollyhillfl.org** (City Clerk)

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



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



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

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



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 2503)

Meeting: 05/28/19 07:00 PM
Department: City Planner
Category: Presentation
Prepared By: Brian Walker
Initiator: Brian Walker
Sponsors:
DOC ID: 2503

3.1

LPGA Sub-Area Study Presentation

Summary

On August 7, 2018, the Volusia County Council approved a contract task assignment to have Vanasse Hangen Brustlin, Inc. (VHB), complete the LPGA Sub-area Transportation Study. The study was pursued in response to multiple large development approvals and increasing impacts to county roadways and traffic concerns. The study evaluates LPGA Blvd area traffic conditions in the year 2040 and reviews the roadway project alternatives for effectiveness including the following:

- LPGA Blvd widening
- Williamson Blvd widening
- Tymber Creek Road extension from SR 40 to LPGA
- Tournament Drive extension to SR 40
- Dunn Avenue extension
- Hand Avenue extension

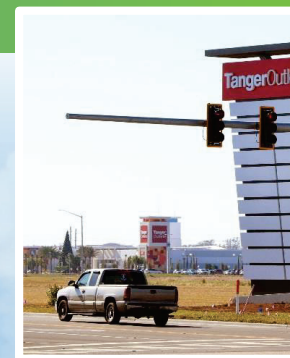
The study also analyzes existing traffic conditions, transportation demands of new development, and traffic flow. The study's findings will be used to determine and rank area transportation capacity improvement projects. The study area is defined as the area within US 92 (south), SR 5A/Nova Road (east), SR 40/Granada Boulevard (north) and future Tournament extension/LPGA Boulevard (west).

This presentation is to discuss the study in greater depth and its findings.



LPGA Sub-Area Study

Presented by
Kok Wan Mah, PE
APRIL 16, 2019



Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

Prepared by



Presentation Outline

- Purpose
- Existing Conditions
- Future Scenarios
- Results
- Next Steps

Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

Daytona Beach Latitude Margaritaville grows at red-hot pace

DAYTONA BEACH — Latitude Margaritaville helped propel housing starts in Volusia County last year to the highest level since 2005. The Jimmy Buffett-themed “55-and-better” community in Daytona Beach, which welcomed its fir...

Mar. 13, 2019



Although there are still some technical issues pending, the Buc-ee's project in the World Golf Village area near St. Augustine is on the path to eventual approval. And in Daytona Beach, construction on the store planned for the...

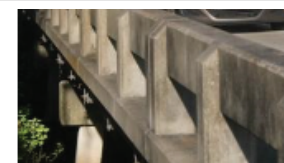
Feb. 26, 2019

City's to fix LPGA Boulevard in

...een to turn out of her neighborhood. This
...me at the Indigo Lakes
...traffic back-ups along...



...vard
...s
...stretch,



Residents along LPGA get update on road project LETTERS: “That bridge on LGPA Boulevard has to get in line.”

The question nags at Robert Botchick every time he drives out of his Margaritaville subdivision and is forced to wait to turn left onto LPGA Boulevard. Why are those darn lights still flashing? A traffic signal has b...

Feb. 26, 2019

Many roads need fixing before LPGA Not so fast my friends in Latitude Margaritaville; that bridge on LGPA Boulevard has to get in line. The people who have lived here for a longer time have other plans before money is spent...

Mar. 4, 2019

Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)



Source: All headlines and news stories are from the Daytona Beach News-Journal

Study Area

Study Boundary (Approximately 35 square miles)

- SR 40 to the north
- US 92 to the south
- Nova Road to the east
- Potential future Tournament Drive Extension to the west

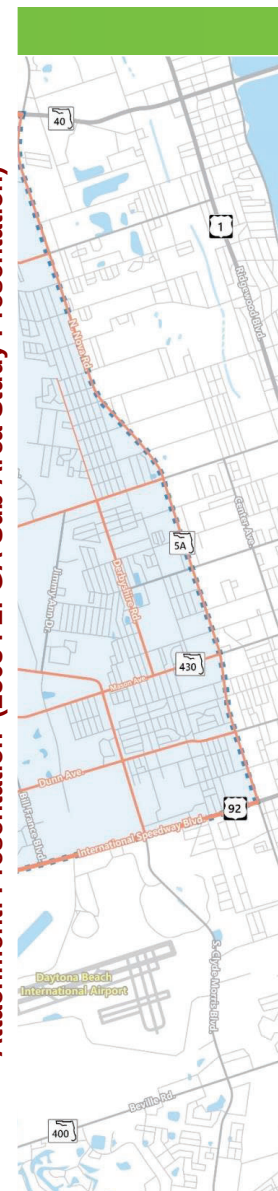
Study Roads (244 lanes-miles of roads)

- | | |
|-----------------------------|------------------------|
| ■ I-95 | ■ Derbyshire Road |
| ■ US 92 | ■ Dunn Avenue |
| ■ Nova Road (SR 5A) | ■ Hand Avenue |
| ■ Granada Boulevard (SR 40) | ■ Mason Avenue |
| ■ LPGA Boulevard | ■ Tomoka Farms Road |
| ■ Clyde Morris Boulevard | ■ Tymber Creek Road |
| | ■ Williamson Boulevard |

- Study Area
- Study Area Roadway Network (Existing)



Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)



Presentation Outline

- Purpose
- **Existing Conditions**
- Future Scenarios
- Results
- Next Steps

Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

Vested Development Trips

Holly Hill

- Fountainhead

Ormond Beach

- Granada Pointe
- Marshside Village
- Pineland PRD
- Ormond Central
- Ormond Crossings

Daytona Beach

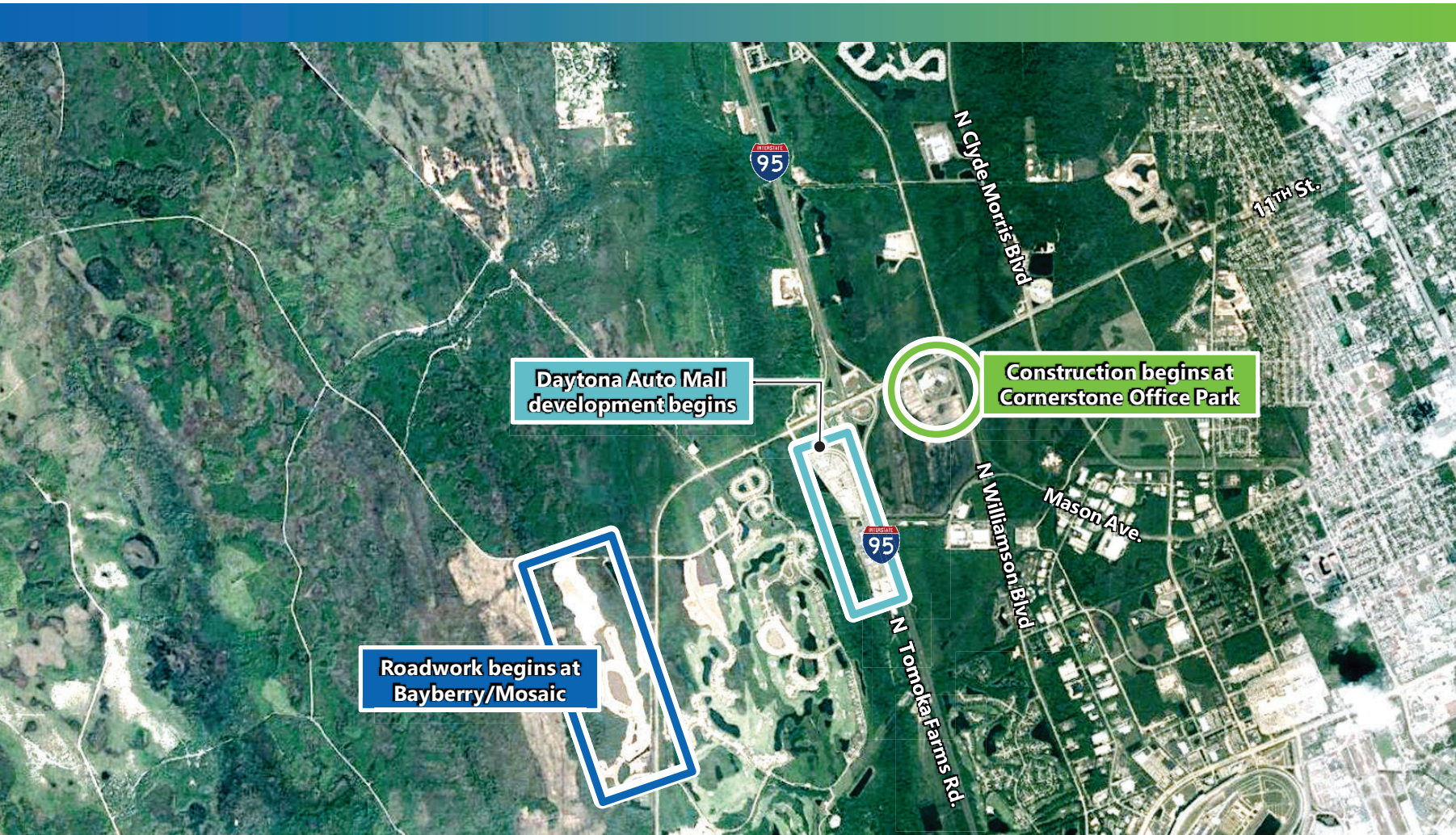
- Sam's Club
- NADG Phase 1
- Tomoka Pointe Apartments
- Minto Parcel B
- Cypress Trail
- Clyde Morris Industrial
- Mosaic
- Concierge DD
- The Preserve
- Buc-ee's
- Integrated LPGA
- Honda of Daytona
- Subaru of Daytona

- Trade Tree Apartments
- Mason Industrial
- Costa HQ
- Great American Auto

Vested trips—Traffic from approved developments that are not accounted on a roadway facility.

Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

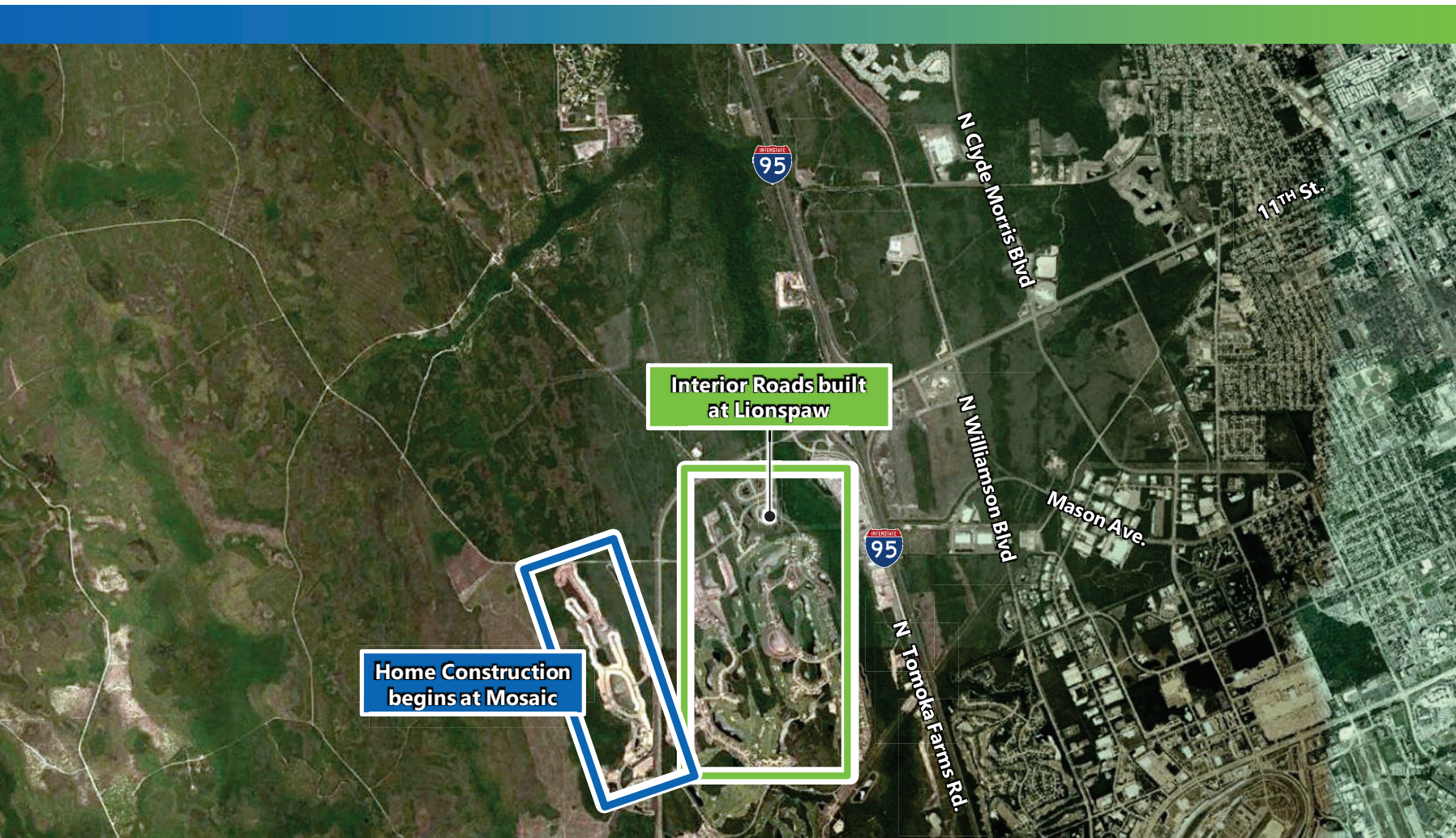
Information provided by partners: Daytona Beach, Holly Hill, Ormond Beach



Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

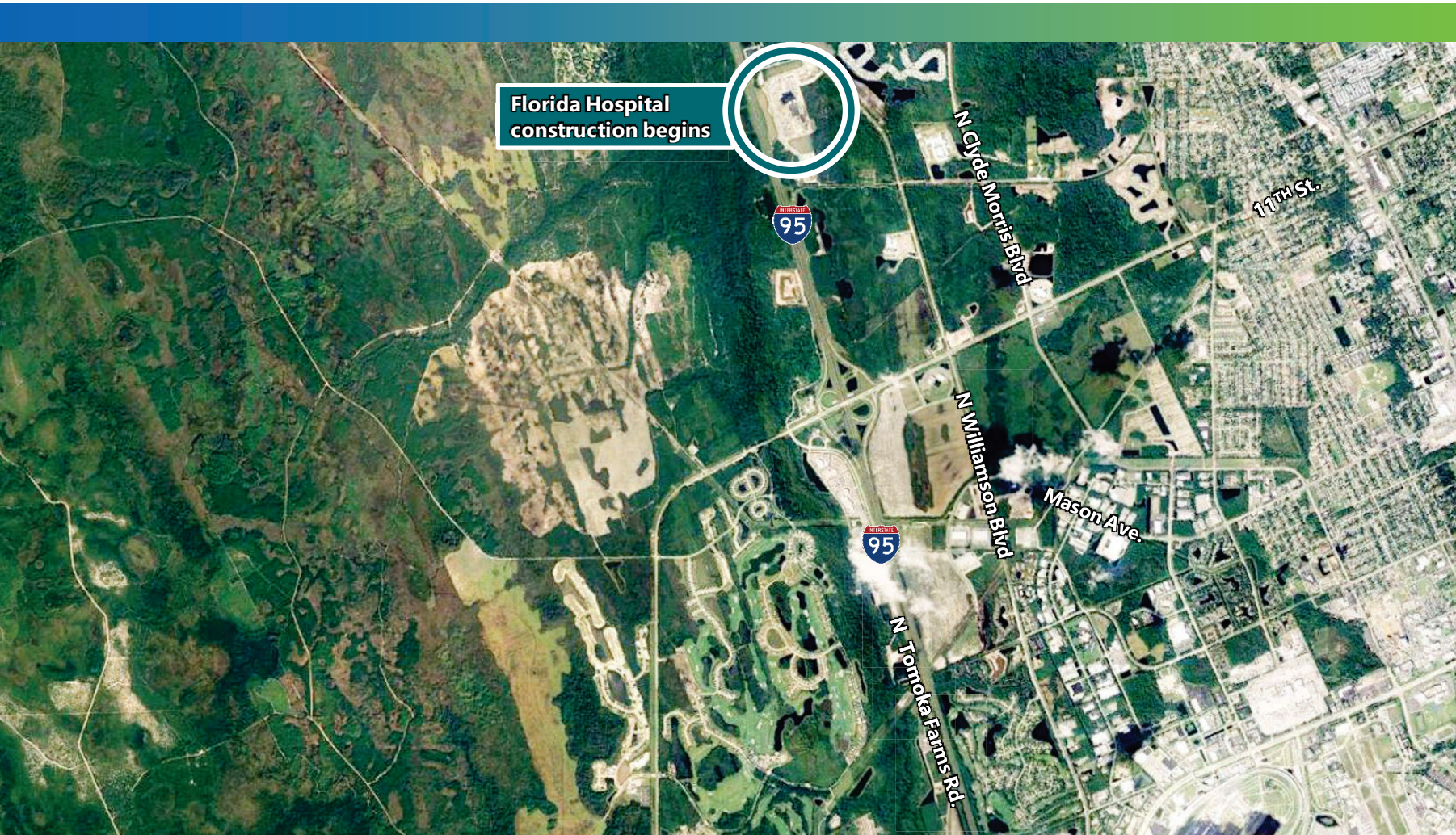
Development Around the Interchange

November 2005



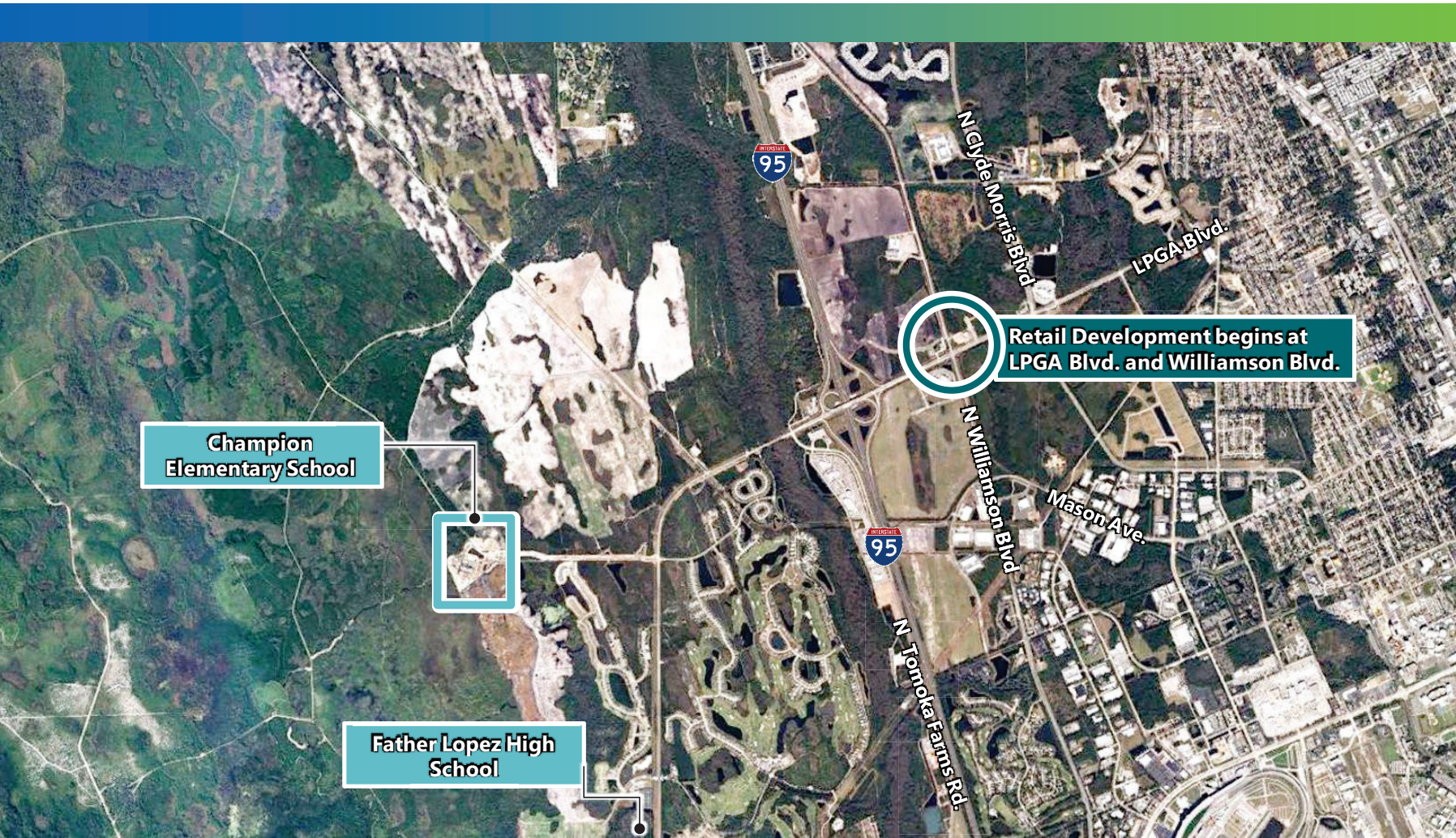
Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

Development Around the Interchange
August 2006



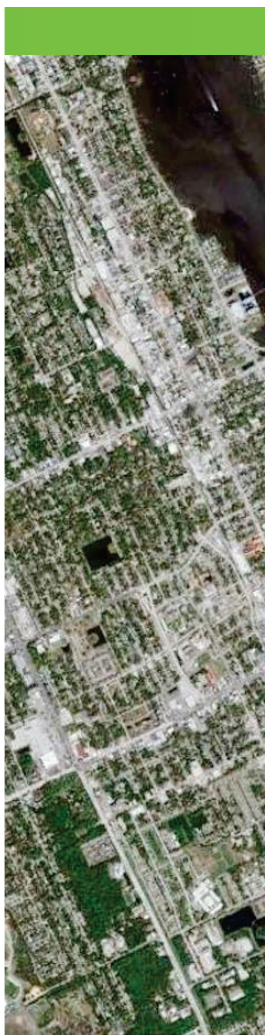
Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

Development Around the Interchange
November 2007



Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

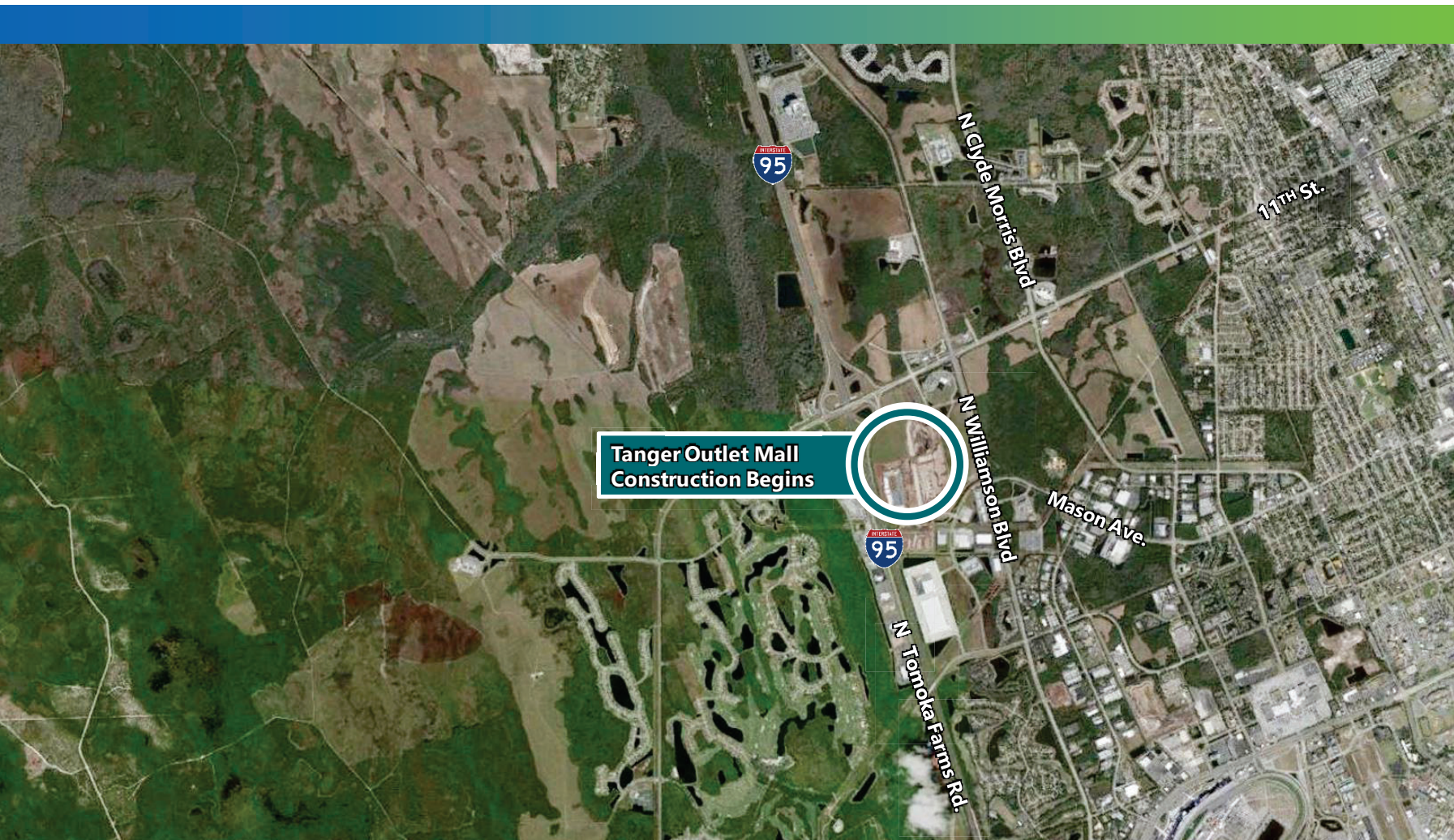
Development Around the Interchange
October 2008



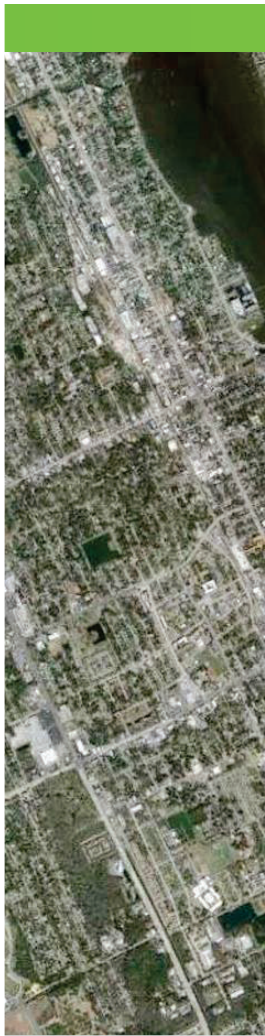
An aerial photograph of a city grid, likely New York City, showing a dense pattern of streets and buildings. A large body of water, possibly a river or harbor, is visible on the right side of the image. The grid is composed of numerous small, rectangular blocks, with some larger, more irregular shapes interspersed. The colors are muted, with a lot of grey and brown tones, suggesting a high-contrast, possibly black and white or heavily desaturated, image.

Development Around the Interchange

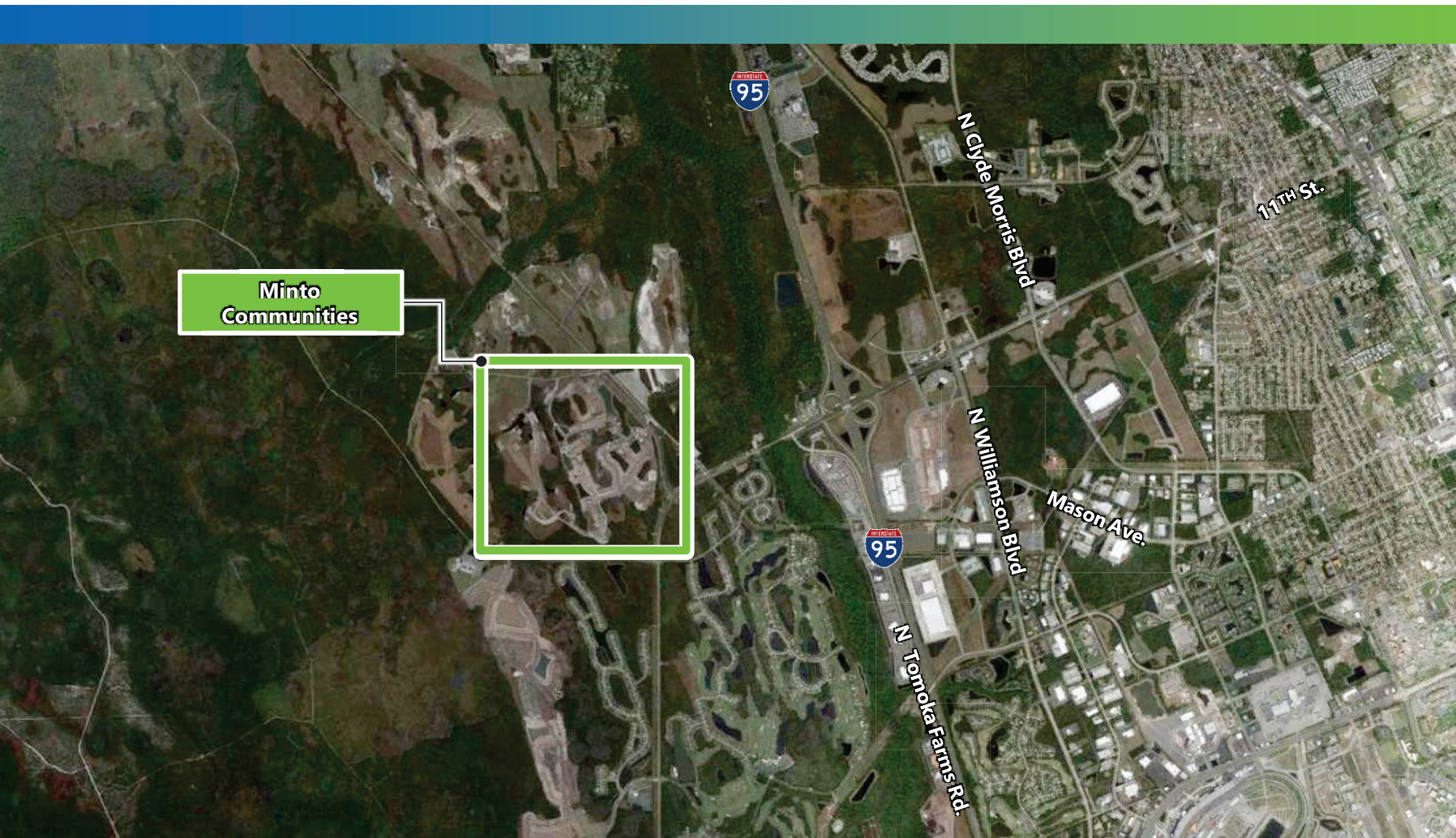
March 2015



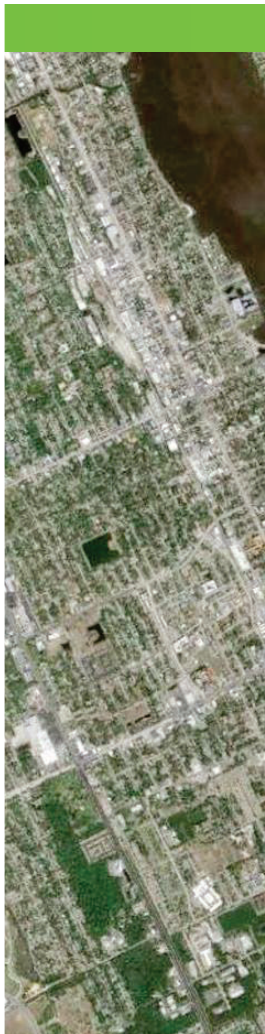
Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)



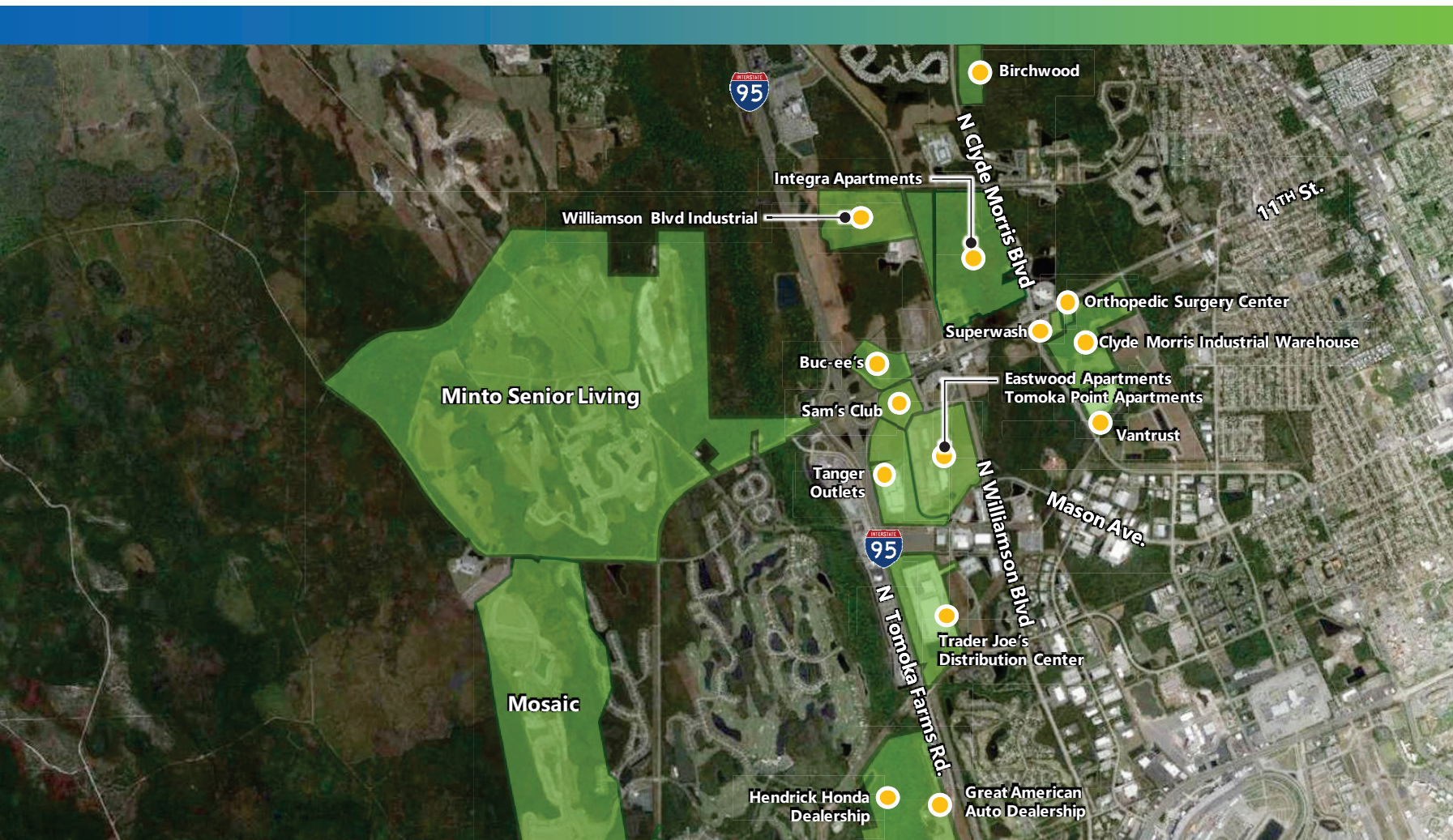
Development Around the Interchange
April 2016



Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)



Development Around the Interchange
March 2018



Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

Development Around the Interchange

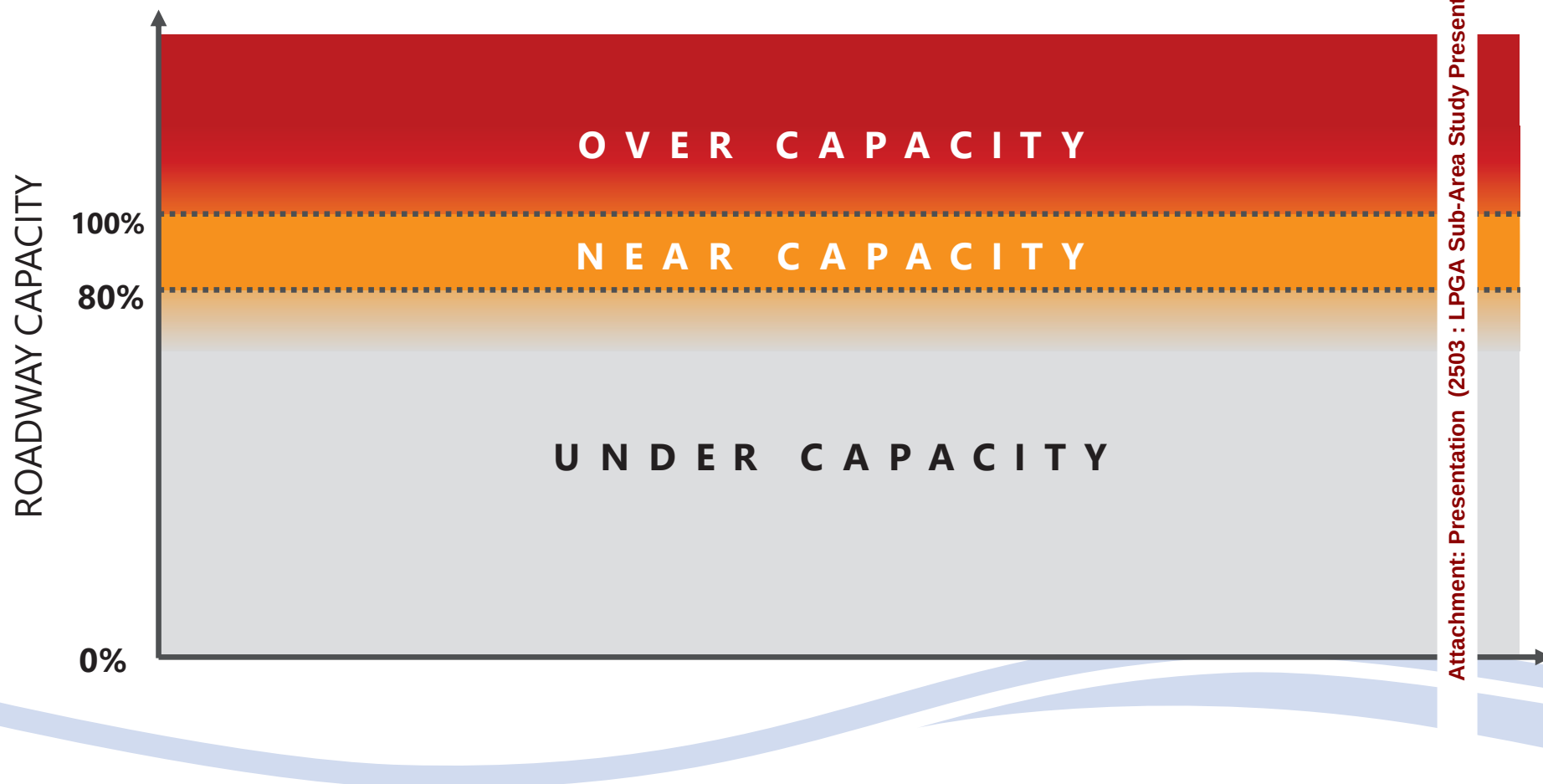
March 2018 – Including Vested Developments

Presentation Outline

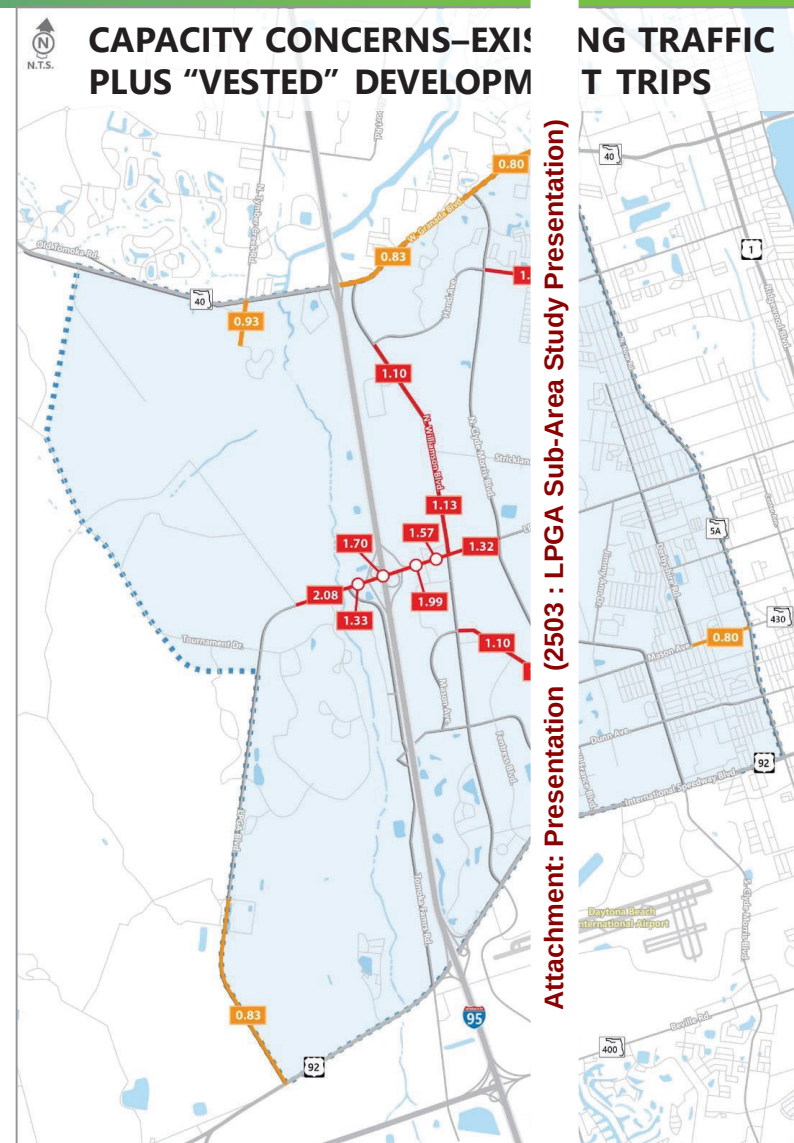
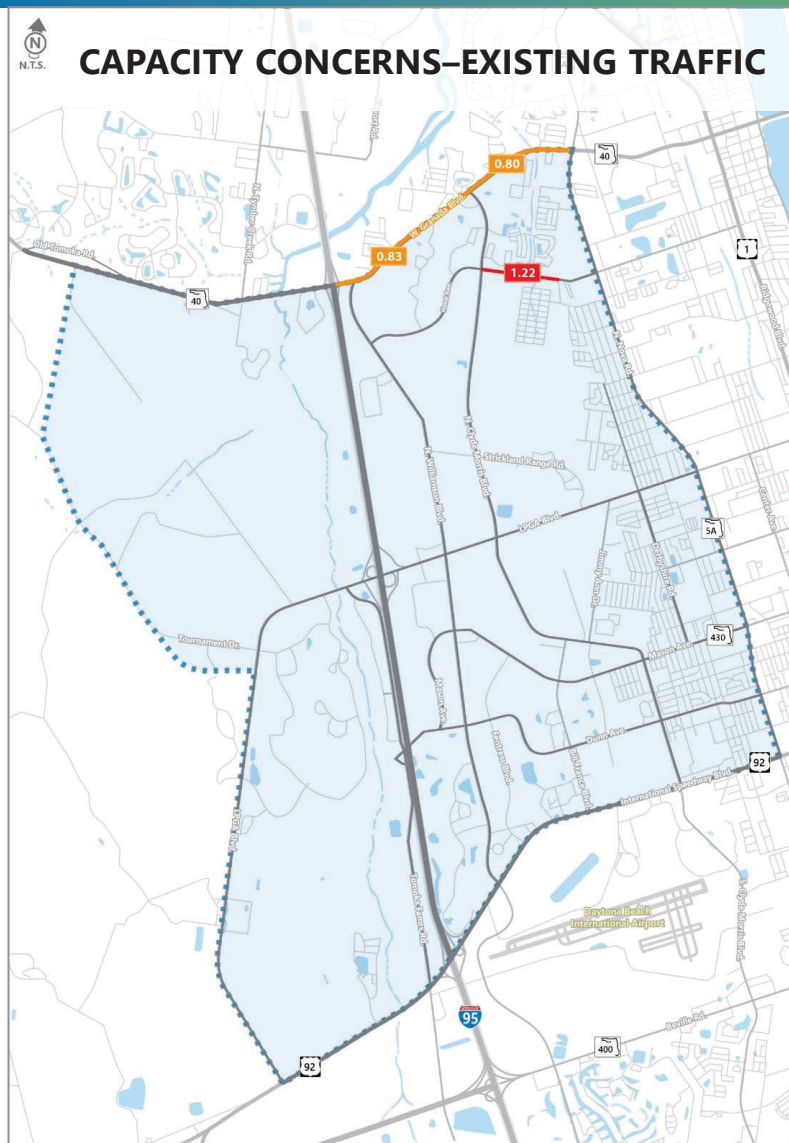
- Purpose
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Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

Roadway Capacity



Existing Traffic



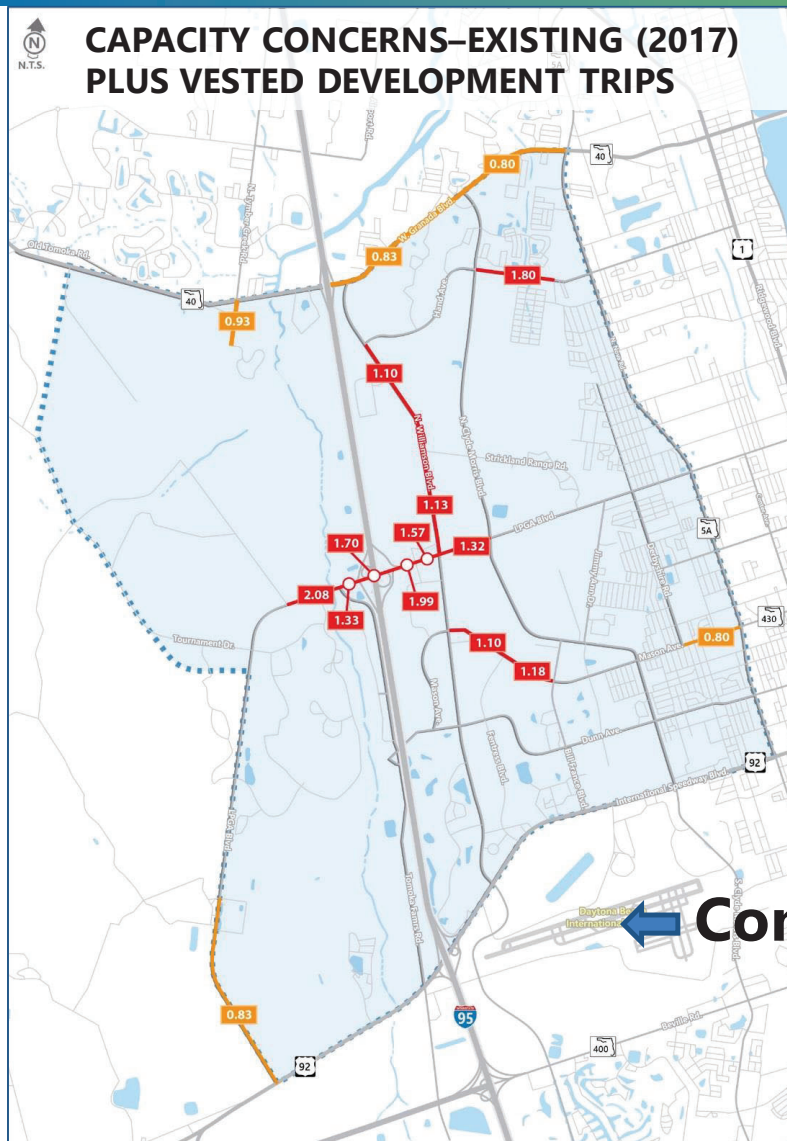
Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

Base Year (2040) Comparison

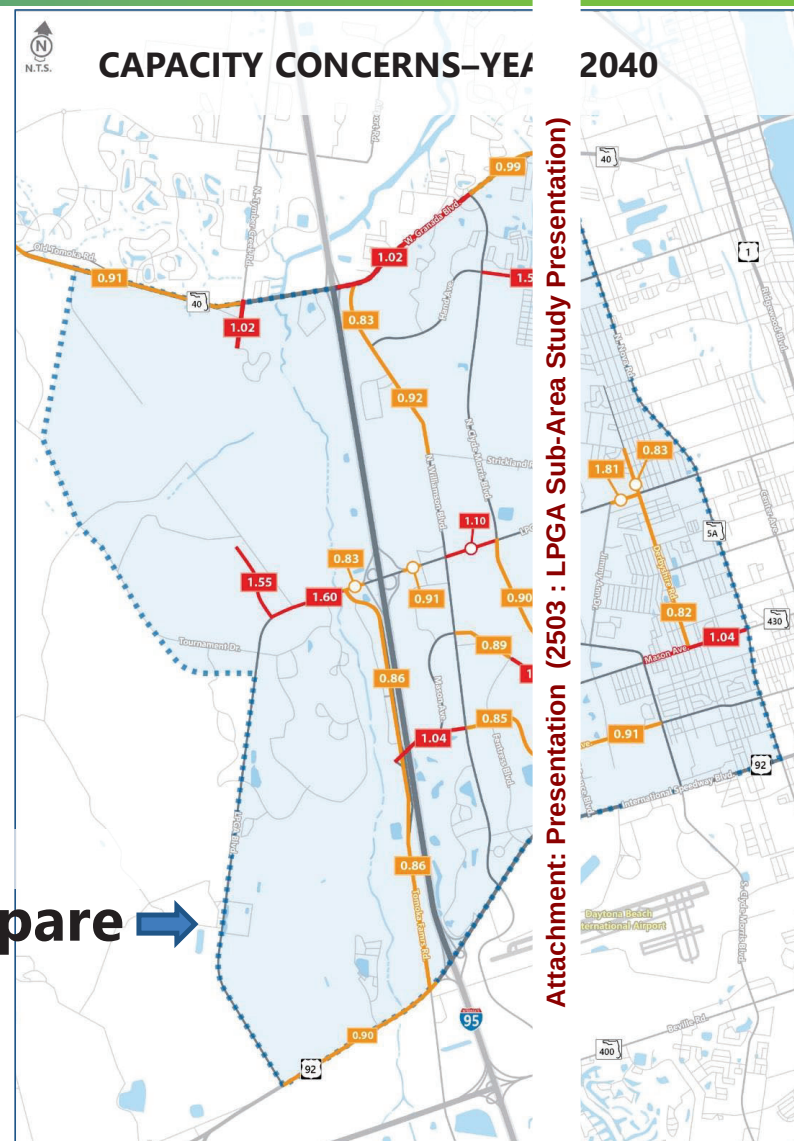
- 2 Lane Roadway
- 4 Lane Roadway
- 6 Lane Roadway
- 8 Lane Roadway
- - - Study Area

0.00
0.80 < Volume-to-Capacity
(V/C) < 0.999

0.00
Volume-to-Capacity
(V/C) > 1.00



← Compare →



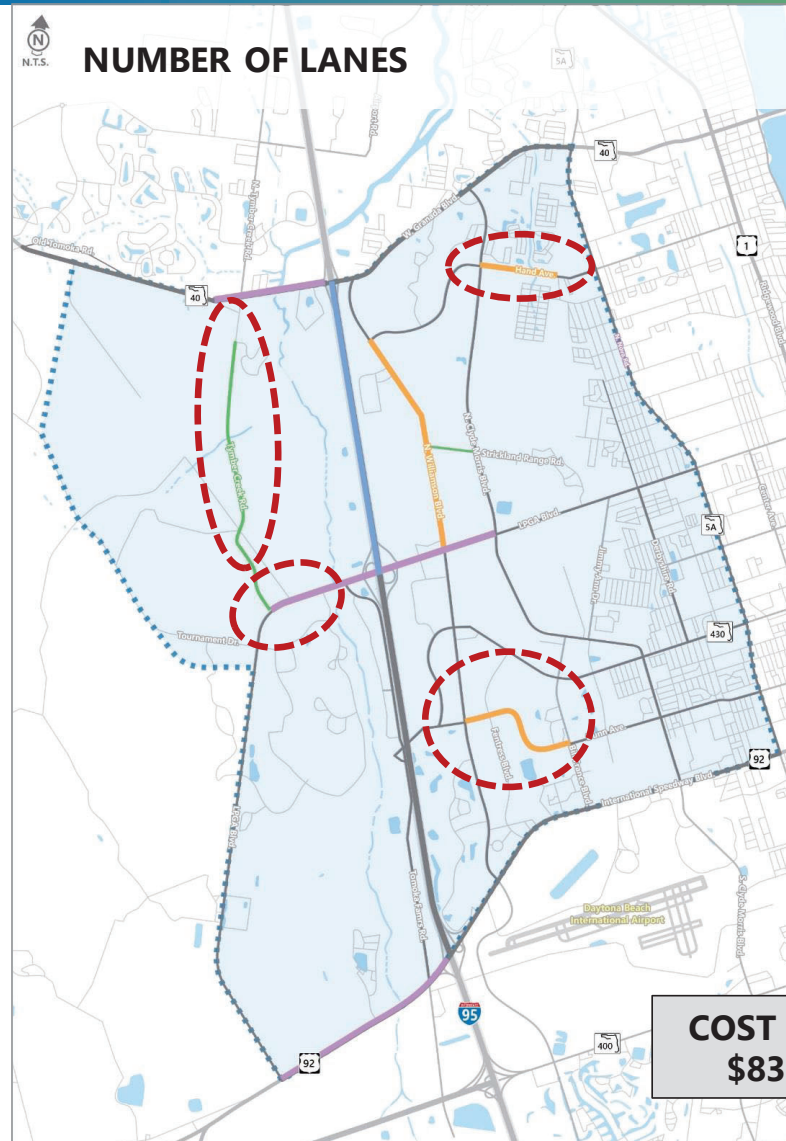
Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

SCENARIO 1

"Low-Hanging Fruit"

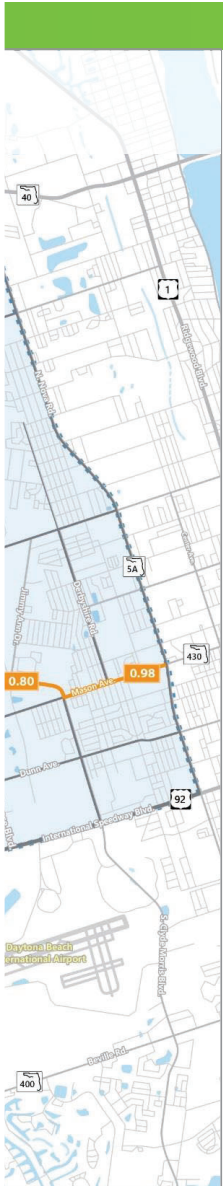
Includes Roadway Projects:

- Tymber Creek Road
- Hand Ave widening
- LPGA Blvd widening
- Dunn Avenue widening



COST ESTIMATE:
\$83,069,358

Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)



SCENARIO 2

"Southern Relief"

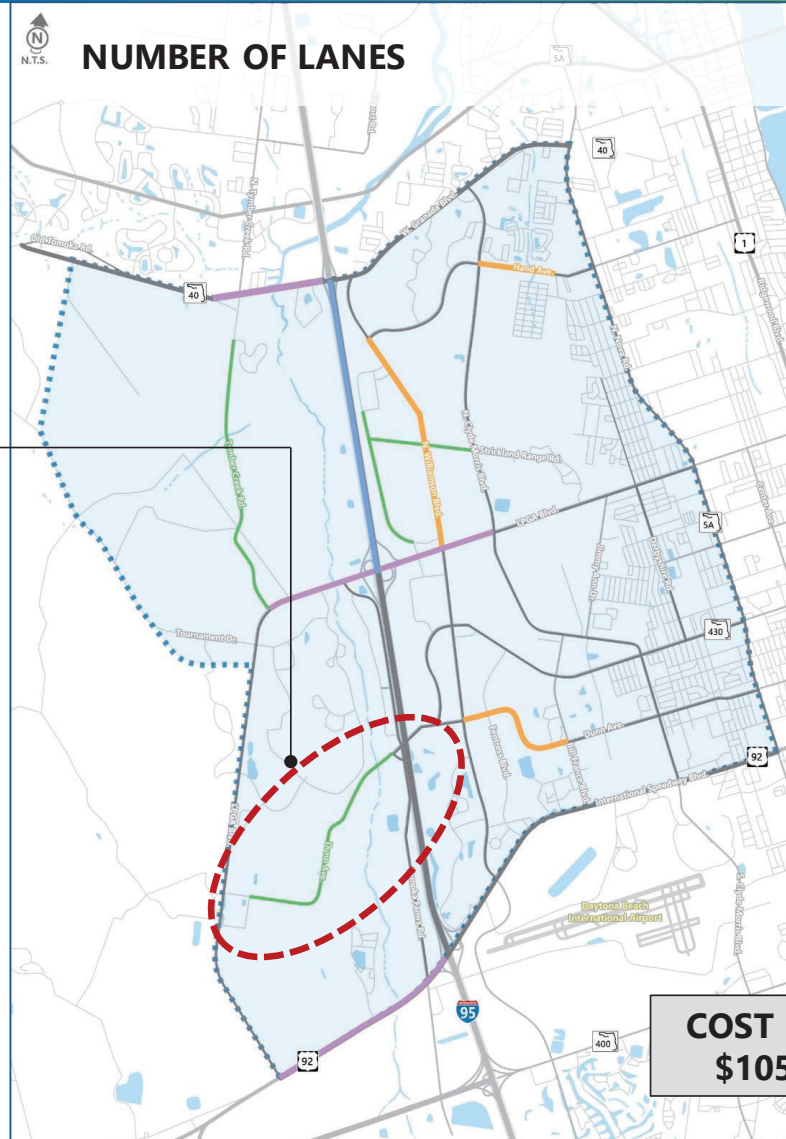
SCENARIO 2:

Includes: Scenario #1
Projects + Dunn Avenue
Extension

- 2 Lane Roadway
- 4 Lane Roadway
- 6 Lane Roadway
- 8 Lane Roadway
- - - Study Area

0.00
0.80 < Volume-to-Capacity
(V/C) < 0.999

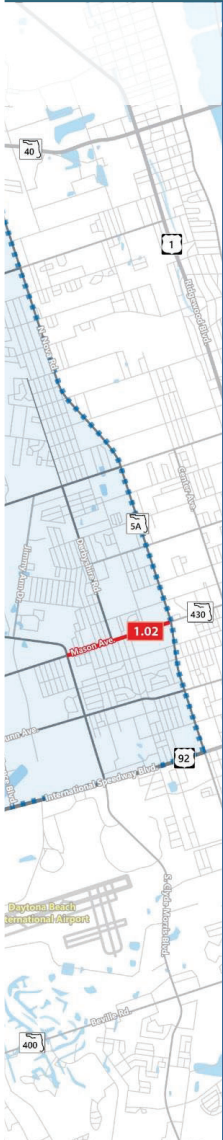
0.00
Volume-to-Capacity
(V/C) > 1.00



COST ESTIMATE:
\$105,069,358



Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)



SCENARIO 3

"Northern Relief"

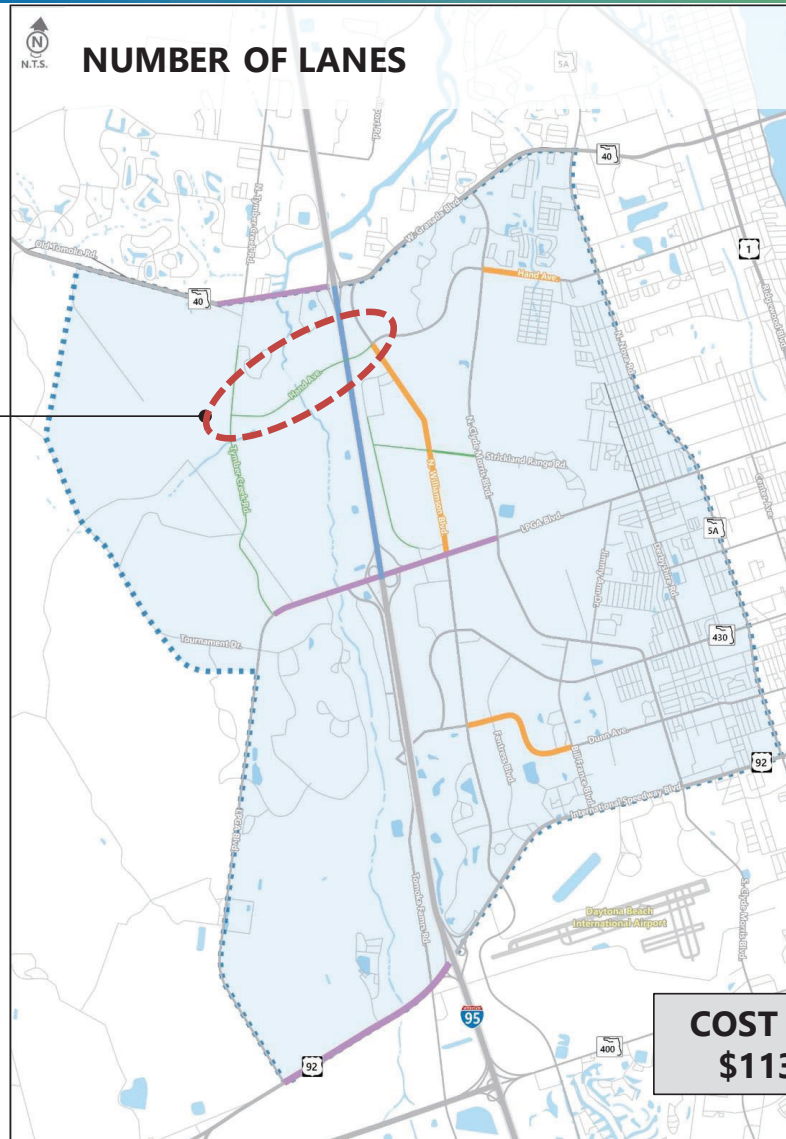
SCENARIO 3:

Includes: Scenario #1
Projects + Hand Avenue
Extension

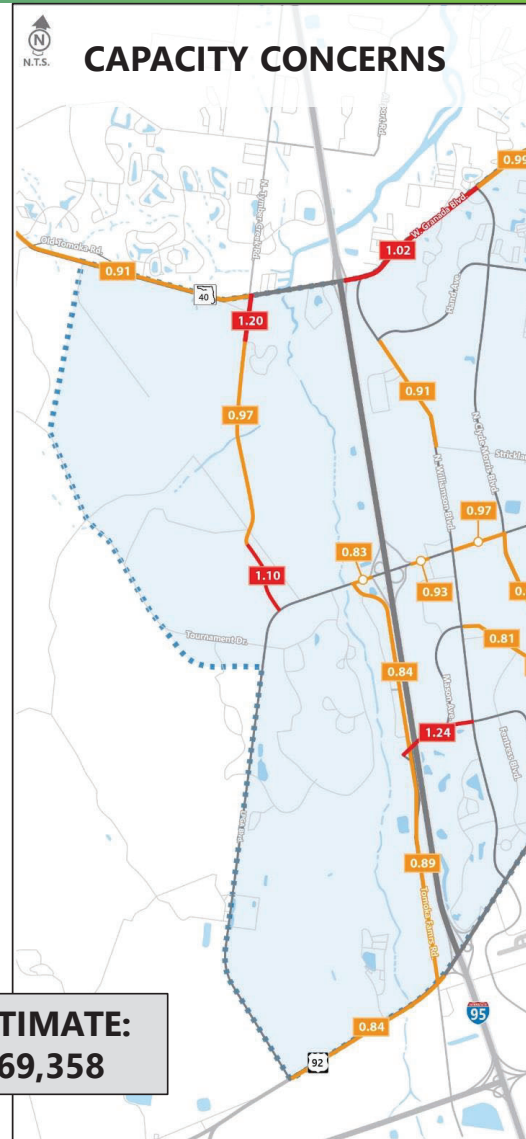
- 2 Lane Roadway
- 4 Lane Roadway
- 6 Lane Roadway
- 8 Lane Roadway
- - - Study Area

0.00
0.80 < Volume-to-Capacity
(V/C) < 0.999

0.00
Volume-to-Capacity
(V/C) > 1.00



COST ESTIMATE:
\$113,369,358



Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)



SCENARIO 4

"Pie-in-the-Sky"

SCENARIO 4:

Includes:

SCENARIO 1

SCENARIO 2

SCENARIO 3

PLUS:

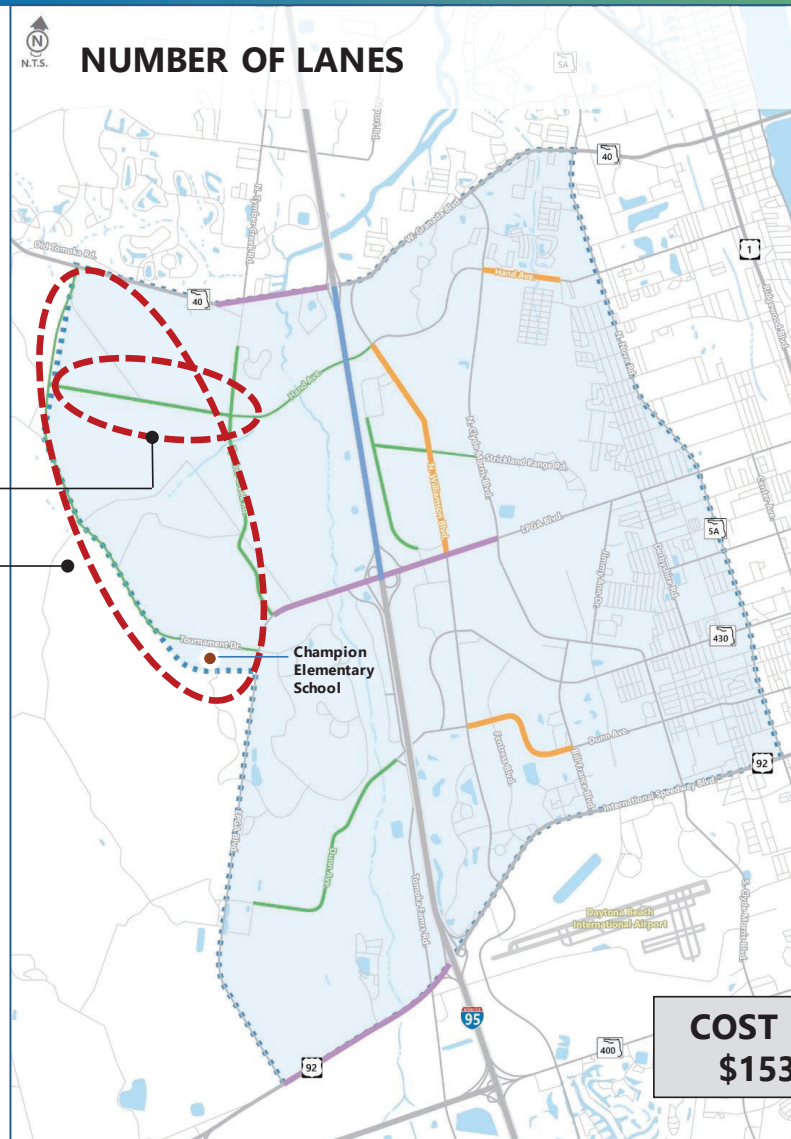
Hand Ave Extension +

Tournament Dr
Extension

- 2 Lane Roadway
- 4 Lane Roadway
- 6 Lane Roadway
- 8 Lane Roadway
- - - Study Area

0.00
0.80 < Volume-to-Capacity
(V/C) < 0.999

0.00
Volume-to-Capacity
(V/C) > 1.00



CAPACITY CONCERNS



COST ESTIMATE:
\$153,769,358

Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

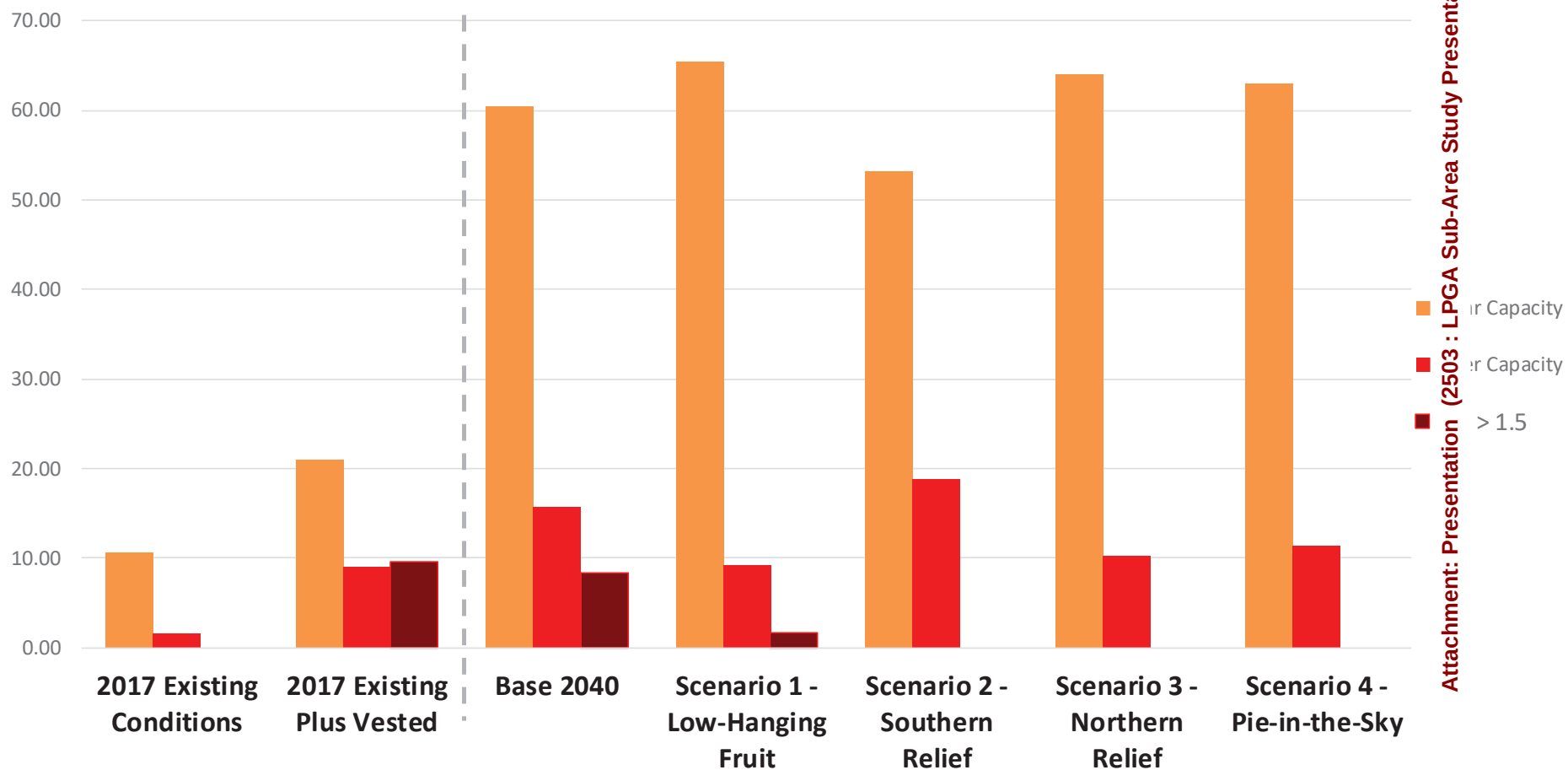
Presentation Outline

- Purpose
- Existing Conditions
- Future Scenarios
- **Results**
- Next Steps

Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

Scenario Comparison – Overall Congestion Levels

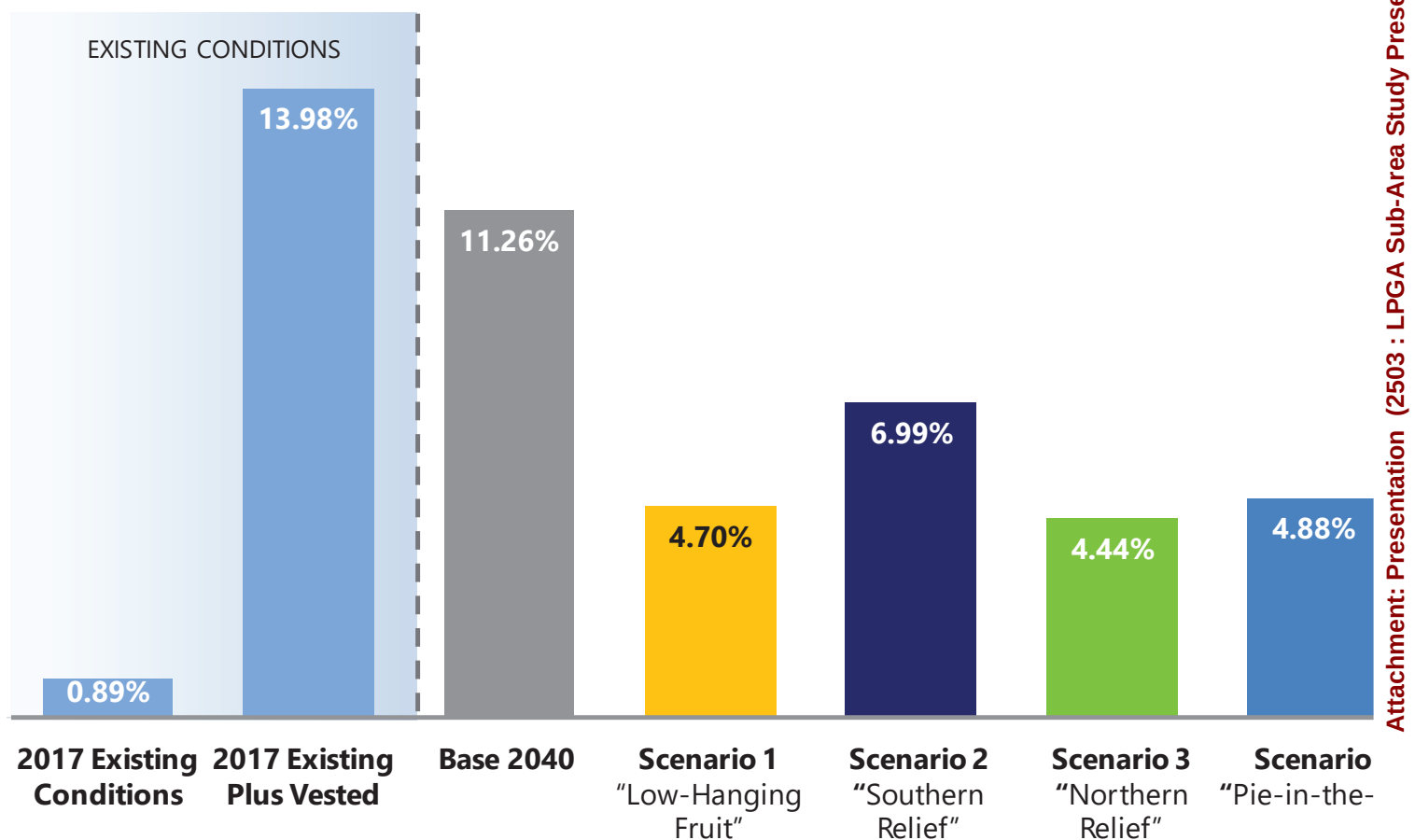
Capacity vs Lane-Miles (Lower is better)



Scenario Comparison – Congestion Forecast

Percentage of Trips Experiencing Congestion

(Lower is better)



Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

Improvement Costs

Projects included on the half cent sales tax surtax

Improvement	Construction Cost *	Number of Lanes	Limits
Tymber Creek Rd	\$17,050,000	2	Minto to SR 40
LPGA Blvd Widening	\$ 42,564,257	6	Tymber Creek Road to Clyde Morris Blvd
Hand Ave Widening	\$6,955,101	4	Nova Rd to Clyde Morris Blvd
Dunn Ave Widening	\$16,500,000	4	Williamson Blvd to Clyde Morris Blvd
Dunn Ave Extension	\$22,000,000	2	Tomoka Farms Rd to LPGA Blvd
Hand Ave Extension	\$39,500,000	2	Williamson Blvd to Tournament Drive
Tournament Drive Extension	\$9,200,000	2	LPGA Blvd to SR 40
TOTAL	\$153,769,358		

Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

* Costs provided by Volusia County Engineering

Scenario Comparison – Cost Estimates

SCENARIO 1

"Low Hanging Fruit"

\$83,069,358

SCENARIO 2

"Southern Relief"

\$105,069,358

SCENARIO 3

"Northern Relief"

\$113,369,358

SCENARIO 4

"Pie-in-the-Sky"

\$113,769,358

Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

Funding Mechanisms

Current Funding

5 cent local option gas tax

Impact fees

Proportionate fair share

Potential Funding

Sales surtax

Presentation Outline

- Purpose
- Existing Conditions
- Future Scenarios
- Results
- **Next Steps**

Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

Next Steps

- **Stakeholder Meetings**

- Council/Commission Presentations
- Public Workshop
- Transportation Planning Organization (CAC and TCC)

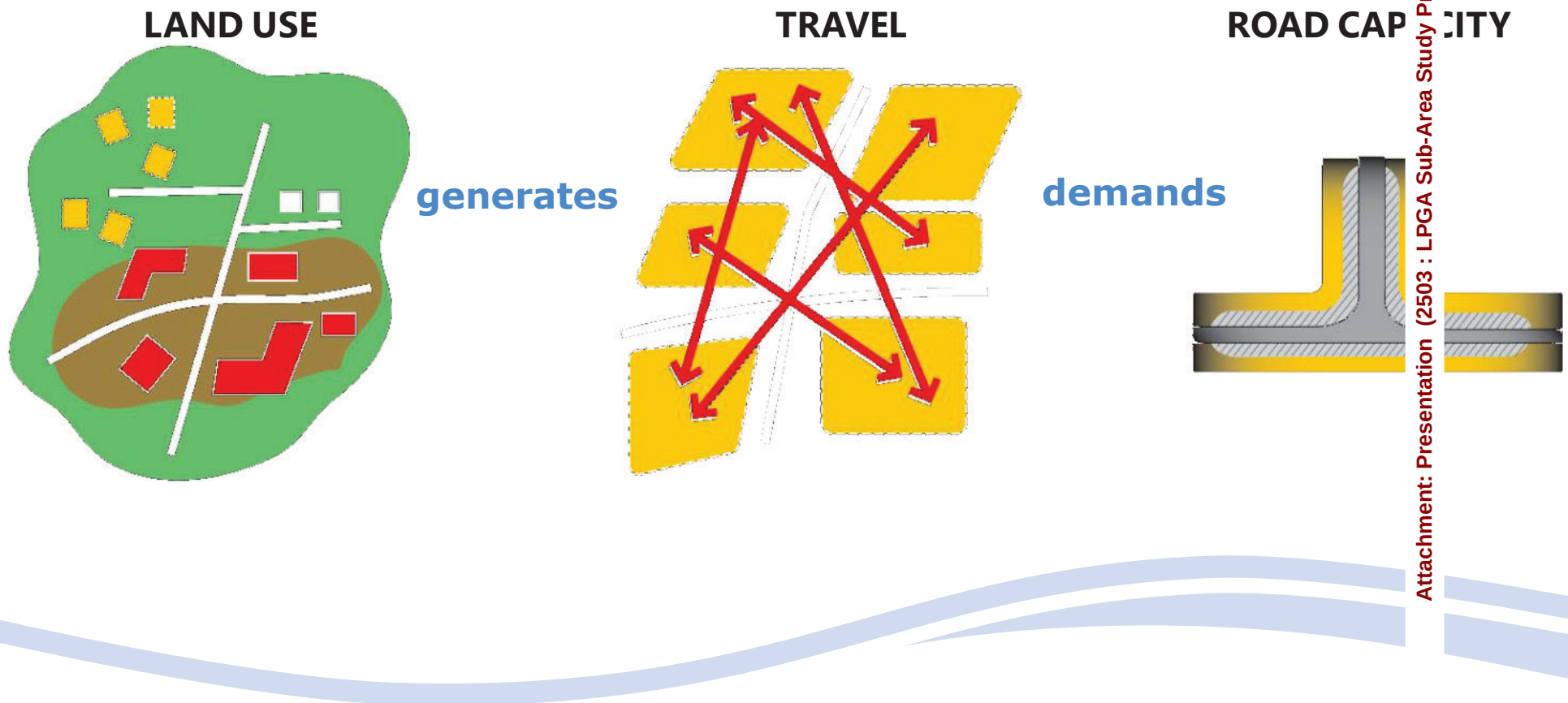
- **Study Document**

- Currently Final “Draft” Status
- Finalize After Meetings & Public Workshop

- **Discussion Points**

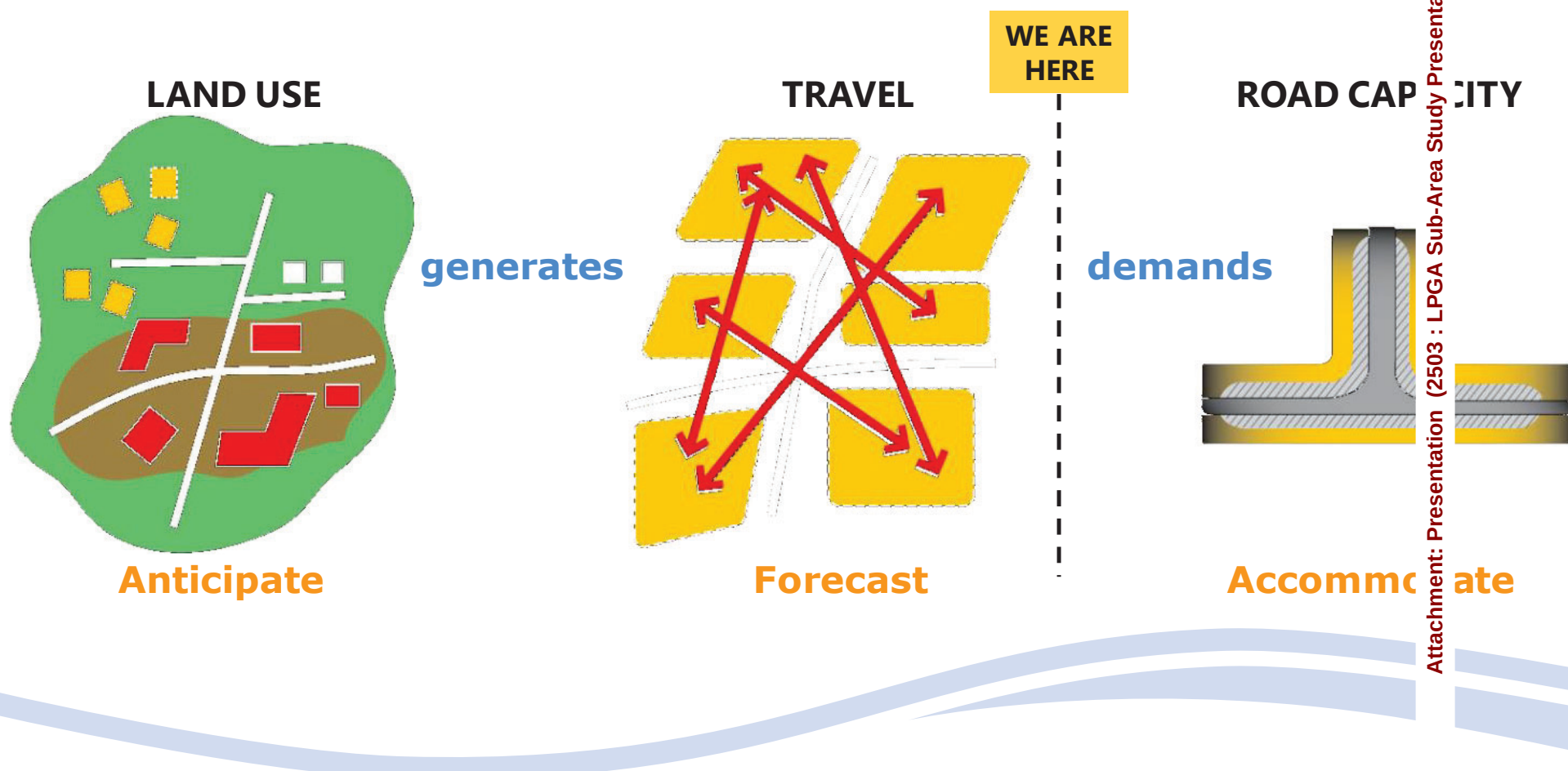
- Study Scenarios and Results
- “Smart Growth”

Smart Growth–Land Use/Transportation Life Cycle



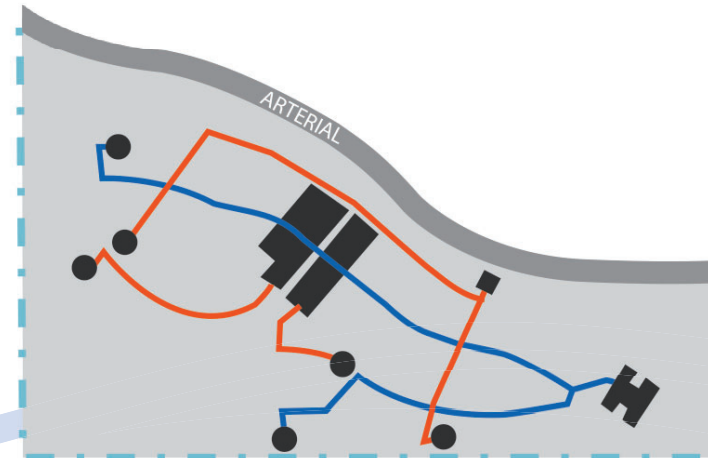
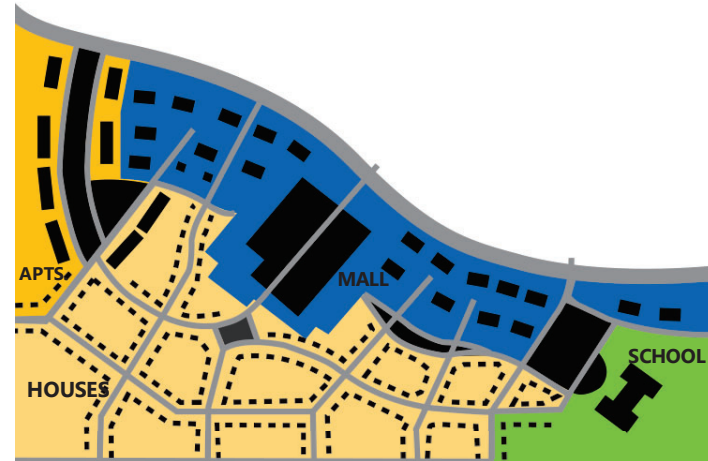
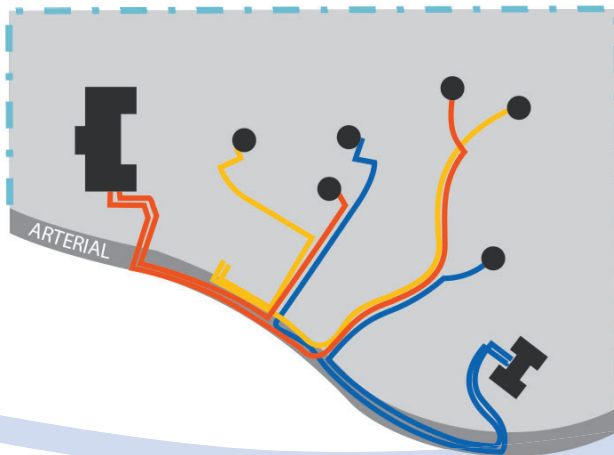
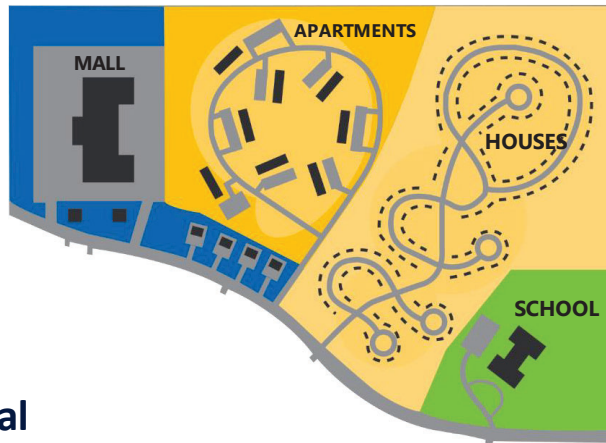
Attachment: Presentation (2503 : LPG Sub-Area Study Presentation)

Smart Growth–Land Use/Transportation Life Cycle



Smart Growth – Development Design's Impacts on Transportation

Conventional



Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

Traditional

Street Networks Establish the Framework of a Community



Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)

“ Trying to cure traffic congestion with more capacity is like trying to cure obesity by loosening your belt ”

— Glen Hiemstra Futurist

Attachment: Presentation (2503 : LPG Sub-Area Study Presentation)



Thank you!
Questions?

Kok Wan Mah, PE | kmah@vhb.com

Attachment: Presentation (2503 : LPGA Sub-Area Study Presentation)



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

**City Commission
CRA Resolution**

MEETING DATE: May 28, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution by the Community Redevelopment Agency (CRA) to Approve the Contract with Charter-Spectrum for the Relocation of Their Existing Facilities on Fpl Poles and Authorizing the City Manager to Execute the Agreement for the Stated Amount of \$705,746.23.
NUMBER: 2019-R-29
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill, Florida is currently constructing the US1 Utility Under Grounding Primaries Conversion (Mason Avenue to Walker Street). As part of this project the city is required to execute an agreement with Charter-Spectrum to convert their aerial fiber and coax cables to underground.

The payment to Charter-Spectrum is \$705,746.23.

FISCAL ANALYSIS:

The estimated previously provided estimated the cost for this service was estimated to be approximately \$500,000.00. The payment to Charter-Spectrum is \$705,746.23 and is charged to the US1 Utility Under Grounding Primaries Conversion (Mason Avenue to Walker Street) Act # 139-8110-580-3400 project 13ST03. Fund were originally budget as city infrastructure but the equipment is owned by Spectrum so the funds will come from other services.

STAFF RECOMMENDATION:

To authorize the City Manager to execute an agreement with Charter-Spectrum for the conversion on US1 from Mason Avenue to Walker Street for the stated amount of \$705,746.23.

COMMISSION GOAL:

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

public/private sector partnerships and intergovernmental partnerships.

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

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

AUTHORIZE THE COMMUNITY REDEVELOPMENT AGENCY (CRA) TO APPROVE THE CONTRACT WITH CHARTER-SPECTRUM FOR THE RELOCATION OF THEIR EXISTING FACILITIES ON FPL POLES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR THE STATED AMOUNT OF \$705,746.23.

ATTACHMENTS:

- Charter Spectrum - RELOCATION OF ALL EXISTING AERIAL FIBER AND COAX (PDF)
- BA Request form-CRA Underground utilities Charter 05 21 2019 (signed) (PDF)

CRA Resolution No. 2019-29

A RESOLUTION BY THE COMMUNITY REDEVELOPMENT AGENCY (CRA) TO APPROVE THE CONTRACT WITH CHARTER-SPECTRUM FOR THE RELOCATION OF THEIR EXISTING FACILITIES ON FPL POLES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR THE STATED AMOUNT OF \$705,746.23.

A RESOLUTION BY THE COMMUNITY REDEVELOPMENT AGENCY (CRA) TO APPROVE THE CONTRACT WITH CHARTER-SPECTRUM FOR THE RELOCATION OF THEIR EXISTING FACILITIES ON FPL POLES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR THE STATED AMOUNT OF \$705,746.23.

WHEREAS, the City is currently constructing the US1 Utility Under Grounding Primaries Conversion (Mason Avenue to Walker Street); and

WHEREAS, the City desires to execute an agreement with Charter-Spectrum to convert their aerial fiber and coax cables to underground; and

WHEREAS, the payment to Charter-Spectrum for this is \$705,746.23 and is charged to the US1 Utility Under Ground Primaries conversion budget account.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the Community Redevelopment Agency of the City of Holly Hill, Florida, does hereby authorize the City Manager to execute an agreement with Charter-Spectrum for the relocation of their existing facilities on FPL poles and authorize the City manager to execute the agreement for the stated amount of \$705,746.23.

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

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

APPROVED AND AUTHENTICATED on this 28th day of MAY, 2019.

Date: 4/12/2019

**2251 Lucien Way
Maitland, FL 32751**

Invoice

Bill To:	DEPT OF PUBLIC WORKS
Name	WALT SMYSER
Address	453 LPGA BLVD
City, State, Zip	HOLLY HILL, FL 32117
Contact	WALT SMYSER
Phone	386-248-9463
Email address:	WSMYSER@HOLLYHILLFL.ORG
Fax#:	386-248-9499

Please make check payable to:
Charter Communications Holding LLC

Mail To:
Attn: Diana McDowell
2251 Lucien Way
Maitland, FL 32751

Please show invoice number on check and return a copy of this invoice with payment.

Date	Description	Total
4/8/2019	RELOCATION OF ALL EXISTING AERIAL FIBER AND COAX TO UNDERGROUND PLACEMENT ON US-HWY 1 AKA RIDGEWOOD AVE	\$705,746.23
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
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		\$0.00
		\$0.00
		\$0.00
		Sub Total
		\$705,746.23
		Total
		\$705,746.23

Account Coding:	41430	A19100231390	1426	XM002
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Please show invoice number on check and return a copy of this invoice with payment.

If you have questions concerning this invoice, please contact:

	Coordinator	Supervisor
Name:	Richard Strader	Stacy Stafford
Phone:	386-872-6953	407-832-6051
e-mail:	richard.strader@charter.com	Stacy.Stafford@charter.com

Attachment: Charter Spectrum - RELOCATION OF ALL EXISTING AERIAL FIBER AND COAX (2019-R-29 : Relocation of Charter Spectrum Fiber

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2018-2019

Requesting Department		Date
Public Works		5/21/2019
TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT (Round to \$100's)
139-8110-580.6300	Infrastructure	705,747.00
	Total	705,747.00
		(Rounded to \$100's)
ADD FUNDS TO ACCOUNT NUMBER:	Other Services	705,747.00
139-8110-580.3400		
	Total	705,747.00
		(Rounded to \$100's)

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

The relocation of Charter-Spectrum's aerial fiber and coax cables to underground was budgeted in the CRA Capital projects fund (139) as a City capital expenditure. However, since the City will not own the noted utility the expenditures should be classified as Other services. This amendment transfers to funds to the correct classification.

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

Management Approvals		
<i>Antoine A Khoury</i> Department Head Signature	5/21/19 Date	
City Manager Signature	Date	
For Finance Use Only		
Step 1: Finance Review		
<i>J. Demaree</i> Finance Director Signature	5/21/19 Date	
Step 2: Budget Adjustment Entry		
Funds are available for this request? ☐ Yes ☐ No		
<i>[Signature]</i> Employee Signature	5-22-2019 Date	HTE Group #

Attachment: BA Request form-CRA Underground utilities Charter 05 21 2019 (signed) (2019-R-29 : Relocation of Charter Spectrum Fiber and



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

**City Commission
Agenda Item**

8.1

MEETING DATE: May 28, 2019
FROM: Valerie Manning
SUBJECT: Minutes - May 14, 2019, Regular City Commission Meeting
NUMBER: (ID # 2520)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the May 14, 2019 regular City Commission meeting.

MOTION:

Approve minutes as submitted by staff.

- Minutes - May 14, 2019 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MAY 14, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

Commissioner Penny led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

*Commissioner Penny made a motion to **EXCUSE COMMISSIONER CURRIE** from the meeting tonight, seconded by Commissioner Danio.*

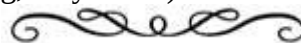
PASSED, 4-0.

2. POSITIVITY AWARD - RON MCCARTHY

1.

Positivity Award - Ron McCarthy

(Requested by Valerie Manning, City Clerk)



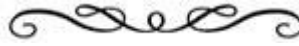
3. PRESENTATIONS

1.

Holly Hill Arts Festival Presentations to UBIC and HHK-8

(Requested by Valerie Manning, City Clerk)

RESULT: **NO VOTE NEEDED**

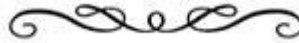


2.

Police Week - May 12 - 18, 2019

(Requested by Valerie Manning, City Clerk)

RESULT: **NO VOTE NEEDED**



4. **PUBLIC COMMENTS**

The following people spoke to the Mayor and City Commissioners: Jim Schultz, Ormond Beach and Lynne Smith, Holly Hill.

5. **APPROVAL OF MINUTES**

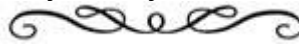
1.

Minutes - April 23, 2019 Second Workshop on Water and Sewer Rates Recommendation for FY2020, April 23, 2019 Regular City Commission Meeting and April 23, 2019 Workshop on Fountainhead Project Discussion

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 14th day of May, 2019, in Holly Hill



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

Mayor Via asked if there was anyone in the audience who wishes to speak on any item on the Consent Agenda?

Heidi Heller, Holly Hill spoke to Consent Agenda item #1, TPO Funding Agreement for FY2019-2020 and spoke about the bicycle path that's on the TPO's website for Holly Hill but only shows from LPGA to Mason and nothing showing from LPGA to the north end of the city.

1.

TPO Funding Agreement for FY2019-2020 with the City of Holly Hill
(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 14th day of May, 2019, in Holly Hill



2.

Disposal of Fixed Assets - the Attached List of Fixed Assets Have Been Identified as Being Surplus Property Available for Disposition Due to Obsolescence or Replacement.
(Requested by Catherine Colwell, Finance)

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

Enacted and approved this 14th day of May, 2019, in Holly Hill



7. REGULAR AGENDA

1. -2019-R-28 Resolution

A Resolution of the City of Holly Hill, Florida, Amending Resolution 2016-R-69; Amending Task Order No. 1 for Debris Monitoring with Contractor Tetra Tech, Inc.; and Establishing a Not to Exceed Amount for Debris Hauling and Monitoring; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

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

RESOLUTION**2019-R-28**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING RESOLUTION 2016-R-69; AMENDING TASK ORDER NO. 1 FOR DEBRIS MONITORING WITH CONTRACTOR TETRA TECH, INC.; AND ESTABLISHING A NOT TO EXCEED AMOUNT FOR DEBRIS HAULING AND MONITORING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING RESOLUTION 2016-R-69; AMENDING TASK ORDER NO. 1 FOR DEBRIS MONITORING WITH CONTRACTOR TETRA TECH, INC.; AND ESTABLISHING A NOT TO EXCEED AMOUNT FOR DEBRIS HAULING AND MONITORING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution 2016-R-69 on November 8, 2016, approving Task Order No. 1 with Tetra Tech for debris monitoring in the amount of approximately \$214,065; and

WHEREAS, Tetra Tech's invoiced charges were approximately \$255,000 and the authorizing resolution needs to be amended to reflect this dollar amount; and

WHEREAS, Debris Hauling was contracted to AshBrit through a piggyback contract from a Volusia County bid in accordance with the City of Holly Hill purchasing policy; and

WHEREAS, the estimated expenditure for debris hauling and debris monitoring is an amount not to exceed \$2,500,000.00.

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

SECTION 1. The City Manager shall be authorized to enter into and execute Task Order No. 1 for Debris Monitoring Services not to exceed \$255,000.

SECTION 2. The City Commission authorizes the City Manager to execute agreements for debris hauling and debris monitor with an estimate cost not to exceed \$2,500,000.00 which shall be reflected in the line item budget.

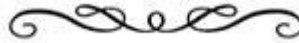
SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

SECTION 5. That this Resolution shall be deemed effective retroactively back to the effective date of Resolution 2016-R-69, November 8, 2016.

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2019.

Enacted and approved this 14th day of May, 2019, in Holly Hill



8. PUBLIC HEARING

1. -2019-O-3016 Ordinance

SECOND READING - ORDINANCE 3016 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 6 (Alcoholic Beverages) Amending the Distance Restrictions and Adopting Specific Distance Restrictions Within the Community Redevelopment Area; Amending Section 78-14 (Definitions) to Add Definitions; Providing for Severability; Providing for Codification; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Danio, Johnson
ABSENT:	Currie

ORDINANCE**2019-O-3016**

SECOND READING - ORDINANCE 3016 - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 6 (ALCOHOLIC BEVERAGES) AMENDING THE DISTANCE RESTRICTIONS AND ADOPTING SPECIFIC DISTANCE RESTRICTIONS WITHIN THE COMMUNITY REDEVELOPMENT AREA; AMENDING SECTION 78-14 (DEFINITIONS) TO ADD DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDR) BY AMENDING CHAPTER 6 (ALCOHOLIC BEVERAGES) AMENDING THE DISTANCE RESTRICTIONS AND ADOPTING SPECIFIC DISTANCE RESTRICTIONS WITHIN THE COMMUNITY REDEVELOPMENT AREA; AMENDING SECTION 78-14 (DEFINITIONS) TO ADD DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission finds it periodically necessary to amend its Land Development Regulations in order to update regulations and procedures to implement planning goals and objectives; and

WHEREAS, it is the intent of the City Commission to encourage business flexibility and facilitate redevelopment and economic opportunity especially within the Community Redevelopment Area; and

WHEREAS, it is the intent of the City Commission that this Ordinance be enacted to protect and promote the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill by taking steps to prevent economic deterioration and eliminate blight; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of Holly Hill to adopt the proposed amendments to the Land Development Regulations.

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

SECTION 1. Incorporation of Recitals. The above recitals are incorporated herein by reference and form an integral part of the Ordinance.

SECTION 2. That the entire language of Chapter 6 is repealed and replaced with the following:

Sec. 6.1 Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Alcoholic beverages shall mean any spirit, wine, beer, ale or other liquid containing more than one-half of one percent of alcohol by volume which is fit for beverage purposes, other than medicine or drugs dispensed by drug stores or prescription shops for medical purposes.

Establishment dealing in alcoholic beverages shall mean any business or commercial establishment (whether open to the public at large or where entrance is limited by cover charge or membership requirement) including those licensed by the state for sale and/or service of alcoholic beverages, and any bottle club; hotel; motel; restaurant; nightclub; country club; cabaret; meeting facility utilized by any religious, social, fraternal or similar organization; business or commercial establishment where a product or article is sold, dispensed, served or provided with the knowledge, actual or implied, that the same will be, or is intended to be mixed, combined with or drunk in connection or combination with an alcoholic beverage on the premises of such business or commercial establishment; or business or commercial establishment where the consumption of alcoholic beverages is permitted. A private residence, whether permanent or temporary in nature, is not an establishment dealing in alcoholic beverages.

Incidental means that alcohol sales are secondary to food and nonalcoholic beverage sales; the restaurant derives at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages. The revenue percentage shall be computed as the sum of gross food and non-alcoholic beverage revenue divided by the sum of gross food, alcoholic beverage, and non-alcoholic beverage revenue. For purposes of computing alcoholic beverage revenue, an alcoholic beverage shall be attributed the price of the product as offered for individual sale by the licensee.

School means a public or private elementary, middle or secondary school.

Sec. 6.2 - Location restrictions.

- (a) No local business tax receipt shall be issued to vendors of establishments dealing in alcoholic beverages that do not meet the minimum distance requirements of this section.
- (b) There shall be a minimum distance of 100 feet between an establishment where alcoholic beverages are sold, only in sealed containers for consumption off premises, such as a convenience store, and a school or house of worship.
- (c) There shall be a minimum distance of 375 feet between an establishment where alcoholic beverages are sold for consumption on premises, such as a restaurant or bar, and a house of worship.
- (d) There shall be a minimum distance of 500 feet between an establishment where alcoholic

beverages are sold for consumption on premises, such as a restaurant or bar, and a school.

- (e) There shall be a minimum distance of 200 feet between an establishment selling beer and wine only, which is incidental to the primary business of selling food, and a house of worship or school.
- (f) There shall be no distance requirement between any Type “A” restaurant, serving alcoholic beverages, from a house of worship or a school, if the restaurant holds a valid Special Food Service License pursuant to Rule 61A-3.0141, Florida Administrative Code, and is licensed to serve alcoholic beverages for consumption on the premises by the Division of Alcoholic Beverages and Tobacco.
- (g) The minimum distance requirements stated in this section apply equally to houses of worship and schools locating near establishments dealing in alcoholic beverages.
- (h) Distance measurements in this chapter shall be measured from the closest point of the real property upon which the alcohol establishment is located to the closest point of the real property upon which another alcohol establishment, house of worship or school is located, except when the alcohol establishment, house of worship or school is part of the shopping center complex in which case the distance is measured from the front door of said use in the shopping center complex. Vacant land owned or leased by an alcohol establishment, house of worship or school that is not part of and incorporated into a larger development shall not be considered to preclude an alcohol establishment. Existing receipts and/or the right to renewal, shall not be affected by the existence of a house of worship or school within the prohibited distance.

Sec. 6.3 - Special Community Redevelopment Area Distance Restrictions.

Within the Community Redevelopment Area boundaries only, any Type A restaurants that sell beer and wine only, which is incidental to the primary business of selling food, may locate anywhere that permits such restaurants, as long as the restaurant’s property line does not touch the property line of a parcel upon which a house of worship or school is situated. A special food service license is not required for such restaurants within the Community Redevelopment Area only.

Sec. 6.4 - Hours of Sale.

- (a) No establishments dealing in alcoholic beverages, their owners, operators, managers, agents, employees or contractors shall sell or permit to be consumed, be open for business, or permit any person (except on-duty employees of the establishment) to enter or remain within such establishment dealing in alcoholic beverages, except during the hours of 7 am to 2 am.
- (b) Nothing contained in subsection (a) of this section shall prevent a business from operating any licensed function unconnected with its operation as an establishment dealing in alcoholic beverages during any lawful hour.
- (c) Violation of this section is hereby declared to be a public nuisance and any person owning, or having dominion or control of, any establishment wherein the provisions of this section are violated shall be guilty of an offense and subject to code enforcement

and other actions.

Sec. 6.5 - Public consumption or possession of alcoholic beverages.

- (a) Except as otherwise provided herein, it shall be unlawful for any person to consume, or to carry in any cup, can or other open or unsealed container, any alcoholic beverage, except in the original package and with the seal unbroken, on any street, sidewalk, roadway, alley, highway, public or semi-public parking lot wherein motor vehicles are parked by the public in conjunction with any business, commercial establishment, hotel or motel, office building or apartment complex; public park, municipal owned building or grounds or any property owned or leased by the city; parking area, doorway or threshold visible to the public at any restaurant, package store, or other commercial establishment licensed for the sale and/or consumption on premises of intoxicating beverages; irrespective of whether such person is in a motor vehicle, bicycle, or other conveyance at the time of the violation. This section shall not prohibit the consumption of lawfully purchased alcoholic beverages on any open deck, patio, porch, or beer garden so long as it is contiguous and permanently attached to the structure of the commercial establishment licensed for the sale and/or consumption on premises of alcoholic beverages during lawful hours of operation.
- (b) Wine, beer, and champagne may be served and consumed inside of Sica Hall for approved events. No other alcoholic beverages shall be allowed. No alcoholic beverage shall be served or consumed on public property adjacent to Sica Hall.
- (c) Consumption of alcoholic beverages on public property may be allowed with the prior approval of the city commission. The approval shall be at the sole discretion of the city commission, whose decision shall be final.

SECTION 3. That Section 78-14. - Definitions is hereby amended to add underlined terms and remove those ~~stricken through~~ as follows:

~~*Bar* means premises devoted primarily to the retailing and drinking of malt, vinous or other alcoholic beverages, or any other premises where any sign is exhibited or displayed indicating that alcoholic beverages are obtainable for consumption on the premises. The word "bar" shall be considered synonymous with the words "saloon," "tavern," "pub," "barroom," "cocktail lounge," "bottle club" and "cabaret."~~

Bar means a premises devoted primarily to the retailing and drinking of malt, vinous or other alcoholic beverages, or any other premises where any sign is exhibited or displayed indicating that alcoholic beverages are obtainable for consumption on the premises. The primary source of revenue for such use is derived from alcohol sales, and the secondary source from the serving of food. The word "bar" shall be considered synonymous with the words "saloon," "tavern," "pub," "barroom," "cocktail lounge," "bottle club" and "cabaret."

Brewery, winery, or distillery means an establishment primarily engaged in brewing ale, beer, malt liquors, and nonalcoholic beer (brewery), or in manufacturing or blending wines (winery), or in distilling and blending potable liquors, including mixing them with other ingredients (distillery). Accessory uses may include retail sales of beer produced on-site for take-away or on-premises consumption as allowed by State licensing laws. This use does not include brewpubs or

craft distilleries.

Brewpub means a drinking establishment that produces up to 10,000 kegs (or 155,000 gallons) of fermented malt beverages annually in a single location, primarily for consumption on the premises. Such establishments are licensed by the State as both manufacturers and vendors of malt beverages.

Craft distillery (see “Brewery, Winery, Distillery) means an establishment that produces 75,000 or fewer gallons of distilled spirits per calendar year. Accessory uses include retail sale of distilled spirits produced on-site for take-away or on-premises consumption, as allowed by State licensing laws.

~~*Club, night* means commercial premises where food, alcoholic beverages or other refreshments may be obtained for consumption on the premises and where floorshows or other forms of entertainment may be provided for customers.~~

~~*Nightclub* means a business operated to supply music or entertainment, or both, and which provides meals or beverages, or both, prepared on the premises, seating for not less than 40 persons at tables, a dance floor of at least 300 square feet in area, and a minimum total floor area of at least 2,200 square feet. For purposes of determining the use group classification of a proposed use, substantial compliance with the terms of this definition shall be sufficient.~~

Nightclub means a place of entertainment offering alcoholic beverages for consumption on the premises that may also provide on-site entertainment in the form of live performances, dancing, billiards, comedic performances, or other entertainment activities and that charges a cover charge, door charge, or one (1) time membership fee which is paid at the door; or, there is a minimum drink requirement.

If the establishment does not charge a cover charge, door charge, or one (1) time membership fee which is paid at the door; or, if there is a no minimum drink requirement, then the city may consider any of the following in making the determination that the establishment is a nightclub:

1. Whether there is a dance floor or other open area used by patrons for dancing;
2. Whether the hours of operation where the use is open to the public include time between 12:00 am and 8:00 a.m.;
3. Whether the maximum capacity for the establishment as established by the building official in light of various regulatory provisions is over one-hundred (100) persons. [The fact that the facility may restrict its capacity to some number shall not prevent the building official from applying Code provisions that determine a different and increased capacity. The building official may use various Codes for this purpose (i.e., fire code provisions)];
4. Whether the establishment has a 4-COP liquor license;
5. Whether the establishment advertises as a nightclub;
6. Whether advertisements for the establishment routinely specify specific entertainment engagements (e.g. "XYZ this Saturday and Sunday night;" special engagements; "XYZ sings tonight");

7. Whether the establishment has a stage show or has a stage or platform used in connection with performances or entertainment.

~~House of worship means premises used for worship and permitted customary accessory uses by an organization of religious believers.~~

House of Worship means a building or structure, where people regularly assemble to conduct religious worship, ceremonies, and rituals. The building or structure and its accessory buildings and uses are maintained and controlled by a religious body. Places of worship include chapels, churches, mosques, shrines, synagogues, tabernacles, temples, and other similar religious places of assembly. Accessory uses may include administrative offices, classrooms, meeting rooms, and interior cooking and eating facilities. A place of worship may include other uses that generally exist as principal uses-e.g., adult day care center, child care facility, school, cemetery, playground, or other recreational facility. Such uses are treated as principal uses and subject to the standards and limitations applicable to such uses.

~~Restaurant means premises where meals or prepared food, including beverages or confections, are served to customers. Restaurants are classified as:~~

~~(1) Type A. Restaurants where the customers normally order from individual menus while seated at a table. The order is then normally served by a restaurant employee to the same table and there consumed by the customer. This group also includes cafeterias. Any Type "A" restaurant located within 750 feet of a church or school serving alcoholic beverages other than beer and/or wine shall at all times hold a valid special restaurant license pursuant to Rule 61A-3.0141, Florida Administrative Code.~~

~~(2) Type B. Any restaurant other than type A.~~

Restaurant means an establishment where meals or prepared food, including beverages or confections, are served to customers. The primary source of revenue for such use is derived from food sales. Accessory uses may include, banquet rooms, catering services, pick-up facilities for take-out orders, windows for walk-up service, and outdoor seating. If an establishment can be considered a restaurant or a nightclub, it shall be considered a nightclub.

Restaurants are classified as:

(1) Type A. Restaurants where the customers normally order from individual menus while seated at a table. The order is then normally served by a restaurant employee to the same table and there consumed by the customer. This group also includes cafeterias.

(2) Type B. Any restaurant other than type A.

School means a public or private school.

Private School means a nonpublic school defined as an individual, association, co-partnership, or corporation, or department, division, or section of such organizations, that designates itself as an educational center that includes kindergarten or a higher grade or as an elementary, secondary, business, technical, or trade school below college level or any organization that provides instructional services that meet the intent of the statute defining "regular school attendance" or that gives pre-employment or supplementary training in technology or in fields of trade or industry or that offers academic, literary, or career training below college level, or any

combination of the above, including an institution that performs the functions of the above schools through correspondence or extension, except those licensed under the provisions governing nonpublic postsecondary education. A private school may be a parochial, religious, denominational, for-profit, or nonprofit school. Private schools are nongovernmental educational systems, not considered a part of the public system of education.

Public School means an organization of students for instructional purposes on an elementary, middle, or junior high school; secondary or high school; or other public school level authorized under rules of the State Board of Education.

SECTION 4. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

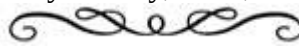
SECTION 5. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

SECTION 6. CODIFICATION. It is the intent of the City Commissioners that the Substantive provision of this Ordinance will become and be made part of the Land Development Regulations of Holly Hill and that the word "ordinance" may be changed to "section", "part", or other appropriate word or phrase, and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that sections 4, 5, 6, and 7 of this Ordinance shall not be codified.

SECTION 7. EFFECTIVE DATE. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2019 for second and final reading.

Enacted and approved this 14th day of May, 2019, in Holly Hill



9. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte stated they got a price for painting the logo on the water tower and to paint two logos, one on the east side and one on the west side would be \$18,000. They don't have a budget for that this year. They can do a couple of things at their direction. Do a budget amendment and take it out of the Reserve Fund and do it this year or they can wait until after October 1st and put it in the budget and see if it sticks and lastly, he can look to see if it would qualify as a CRA expense. They have some left over funds from the landscape project that they did on Riverside Drive if and only "if" it would qualify and he would have to go back and look at their Master Plan to see if there's anything in there that he can put it under the beautification of the corridor. If it would qualify for anything there,

he can use the excess funds from the landscaping project. He's seeking the Commissioners direction. Obviously, he will see if it qualified under the CRA funding first. That would be the easiest and less impactful. If not then the question would come up as to whether or not the Commission wants to do a budget amendment this year for it or try to budget for it in next year's budget.

Mayor Via asked if he priced vinyl too or is that just paint?

Mr. Forte stated it's paint.

Mayor Via asked if vinyl is more expensive to put on there?

Mr. Forte stated somebody's got to get up there with a squeegee. So, those are their options. He'll try to find out about the CRA funding and see if it qualifies under that. Mr. Forte the next thing is, at the last City Commission meeting they talked about, representatives from Fountainhead came up and spoke and talked about amending the Incentive Agreement and the PUD. Staff and the representatives were not able to get that completed to be placed on this agenda. We still don't quite have completed items. The Incentive Agreement, PUD or the exhibits are not quite finalized but they have asked for a special meeting on Tuesday, May 21st and he's throwing that out there to see if that is something that the Commission could accommodate.

Mayor Via asked the Commissioners if there were any conflicts for that date? And, Mr. Forte, is this being requested by the applicant specifically? Is there a time crunch for this?

Mr. Forte stated what had happened was when he realized it wasn't going to make this meeting, he had told them that there was a couple of options that he could try. One is that it would go to the meeting on May 28th at the regular City Commission meeting and the other is, he would ask to see if it would go on to this as a special meeting on May 21st. The applicant is here. They can ask him what the time crunch is and go from there.

Commissioner Penny stated he has a conflict that night from 5:30 to 7:00 in Deltona.

Mayor Via asked if Mr. Meyer would come forward.

Jason Meyer, 1410 LPGA Blvd., Daytona Beach.

Mayor Via asked Mr. Meyer if he would be okay just waiting until the regular City Commission meeting on May 28th when all of the Commissioners are present.

Mr. Meyer stated they are in a bit of a time crunch and May 21st would really assist them in moving forward.

Mayor Via stated, okay. Mr. Forte, if Commissioner Penny can't be here, they would have to choose a different date than that Tuesday. He thinks all the Commissioners need to be here for this. Correct me if I'm wrong but I can call a special meeting 24 hours in advance.

Mr. Forte stated you can but you want to be careful not to give the appearance that they're doing something so fast outside of a regular scheduled meeting that's not an emergency for the city. If they have a hurricane coming, they declare an emergency meeting because they have to get things done. When you're talking about a development project, you just want to be careful calling a special meeting in 24 hours for public scrutiny that you didn't give proper notice for something of this nature. It's not an emergency for you. It might be an emergency for the developer.

Mayor Via stated, he agrees. Basically, what he is getting at then is if they waited that extra week, is that going to throw off Mr. Meyer's plans?

Mr. Meyer stated, yes.

Mayor Via stated, okay. Mayor Via asked if Commissioner Penny is available any other day.

Commissioner Penny stated he's out of town Monday, he's out of town Friday, he has a Volusia League of Cities meeting on Thursday, he has a commitment from 6:00 PM to 7:00 PM on Wednesday and 5:30 PM to 7:00 PM on Tuesday. That's his schedule next week.

Mayor Via stated, okay.

Commissioner Johnson stated what about a different time during the day. Commissioner Penny's meetings are late in the day.

Mayor Via stated he just doesn't want to hold this meeting without one of our Commissioners not here and like tonight, they don't have Commissioner Currie. Mr. Forte, I'm going to have to get with you on calling this at another time.

Mr. Forte stated, okay. He thinks it's important that they do have the full Commission here. He wouldn't recommend a 9:00 AM meeting, for example, for something like this for the same thing he mentioned before. They want to be able to...and not that he would suspect anyone from the public would even show up for this but you want to escape any criticism that, that be the case.

Mayor Via stated, yes. Allow for the public to be here. Well, Mr. Meyer, I'm going to have to look at some times and dates that work and then we'll go from there.

Mr. Meyer stated he did want to state for the record, they were prepared to meet on this tonight but out of respect for Commissioner Currie, they wanted to make sure that everybody could receive the message.

Mr. Forte stated the items aren't ready.

Mayor Via asked Mr. Forte if he had received the items?

Mr. Forte stated, no. I don't have the final Incentive Agreement, I don't have the final exhibits and I don't have the amendments to the PUD. So, they were not ready to meet on it tonight.

Mayor Via stated if that's true...well, they couldn't hold the meeting anyways.

Mr. Forte stated I wouldn't tell you something that's not true.

Mayor Via stated he knows. That's why he stopped saying that. Staff will get with Mr. Meyer on a date and find out when to do this meeting.

Mr. Meyer asked when can he expect to hear from somebody and who will contact him?

Mayor Via stated I will have Mr. Forte contact you tomorrow.

Mr. Meyer stated, okay.

Mr. Forte stated those were the only two items he had. He was trying to respond to a couple of things that Mrs. Smith brought up during public comments regarding the crosswalks. There's a crosswalk at the intersection of LPGA Blvd., and Riverside Drive and there's a path from the park to that crosswalk and we want people to actually use that intersection and not cross in the street. The mural is something that they will have to get with Mr. Walker. Sometimes murals are allowed unless it constitutes a sign. That's a little different. There are some businesses within the city that do have murals. As far as the lights, he will have to look at that completely separate. He is trying to figure out this bike path that Ms. Heller mentioned. He will try to find out why it's only showing half the city as being identified. There's not a key on here to let me know what these lines mean. He will have to find out from the TPO what they are talking about.

B. City Attorney Comments
None.

C. City Commission Comments

Commissioner Johnson stated the only thing he has is he just likes to see land developed. He doesn't like to see vacant land. He talked to the real estate person for Bishop's Farm in detail and says they are trying to sell off the house by the golf course if anybody is familiar with the area. The house has a couple of acres and they're going to sell it off and then Mr. Bishop's got some pretty good prospects or prospect on developing the commercial side which is from the little canal east to the railroad and then most likely the west of the canal, where its residential in there, will probably get developed in to town homes or something like that. The Bishop's are on board with it and now the real estate people are on board with it. Hopefully, they will be able to move forward and do something with it. Commissioner Johnson asked for an update on the corner of US1 and 3rd Street.

Mr. Forte stated staff was approached by a developer who was interested in and he actually, has it under contract and he's looking to bring in a Senior Affordable Housing project. The first phase would be about 80 units and they gave staff a rough idea of what the building location would look like. He didn't really like it. At first he thought it would

be a neat idea. You get some people living in the district that would maybe bring in a little bit of night life, maybe some people visiting the local restaurants and businesses and then he realized the type of occupants that it would have being affordable housing, there's probably not a lot of disposable income which would be acknowledged. He wouldn't anticipate these folks really infiltrating the city's businesses and spending a lot of money. He's a little unsure if that's going to be the right development for that and staff is waiting for more information and like everything else, it's got to go through that Florida Housing Finance Corp for the tax credits in order to do anything. Outside of that, staff hasn't had any other developers looking at that property that have come to them through the property owner. The property owner did sell the Happy Time motel, which he wasn't too happy about because his conversation with the housing developer was, you buy the Happy Time motel and put senior affordable housing there. That's a step in the right direction but that Happy Time motel, unfortunately, is a cash-cow as it's called and somebody makes a lot of money off that place. It was sold last Friday.

Commissioner Johnson asked about the store fronts at Marina Grande.

Mr. Forte stated let me clarify that. The reason the store fronts were put into the Marina Grande is because as part of the PUD Agreement for them to get the additional density, they were required to have a Mixed Use PUD, which provided for a store front. Unfortunately, in the agreement they never said the store fronts had to be occupied so they built them but they never occupied them. So, 150 of the vacant units have been sold for \$25 million and that's at about \$165,000 a unit plus the store fronts and the new owners are at least looking to put their real estate office in the store fronts and then look to build out the rest of them. It's just an empty shell. There's nothing inside those store fronts. There's no walls. There's nothing in there. It's complete build out and even the new owners were a little surprised what it's costing to build out.

Commissioner Johnson stated that's his may concern. That the vacant properties in Holly Hill gets developed.

Commissioner Penny discussed food trucks. Would like to see if they can give staff direction and look at the food truck ordinance and do away with the, they still have to get the annual permit, but not the reoccurrence permit and allow it to be a little bit more easier for the breweries and distilleries. They're not going to pop up all over the city. There's two, maybe they will get one more. It just seems apparent that, that is part of their business model that they didn't really intend but it is. In Ormond, that's the only place that they're allowed right now.

Mr. Forte stated staff is already looking at that. They are looking at what Ormond did with their ordinance and food trucks with relation to breweries and distilleries as opposed to the ordinance that Holly Hill has in place. He doesn't have a timeline yet for the Commissioners.

Commissioner Penny congratulated Mayor Via for being recognized as one of the **Home Rule Hero's** and Pastor Chuck McKeown will be recognized at the Volusia League of Cities Annual Awards Banquet on the 28th as a resident from Holly Hill that does something extra special for the community.

Commissioner Danio excited about the Pickleball Groundbreaking last week; a lot of ground being turned over in Holly Hill; the checks being donated to the schools tonight; and thanked everybody who helped in the Sorrento's Pizzathon. They raised \$3,847 and was donated to the American Cancer Society this year, which tops their last year total of \$3200. They shoot for \$3,000 as their goal so they're thinking about upping their goal to \$4,000 next year.

D. Mayor's Comments

Mayor Via stated he had a nice time at the Ribbon Cutting Wanda June's Drinks, Eats and Treats today. The sign out front update from Mr. Forte. A new sign \$35,000 - \$40,000 a budget item for next year. Mayor Via enjoyed the Pickleball Groundbreaking ceremony was great. Very well attended and excited about the progress. Commissioner Penny and himself were recognized as *Home Rule Hero's* and congratulated him.

10. **ADJOURNMENT**

The meeting adjourned at approximately 7:50 PM.



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

**City Commission
Resolution**

MEETING DATE: May 28, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Bid to the Lowest Responsive/Responsible Bidder; Authorizing the City Manager to Execute the Agreement with R&R Industries to Perform City-Wide Re-Roofing; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-30
APPLICANT:
PLANNER:

DISCUSSION:

The City has issued a Request For Proposal to seek a qualified roofer to replace roofs at: City Hall, Public Works Administration Building, Dog Fancier Pavilion at the Riviera Oaks Dog Park, Motor Control Center I at the Waste Water Treatment Facility and the Public Works North Fleet Building. For this solicitation, two Contractors submitted qualifications and costs.

1. Ted Nemetz LLC
2. R&R Industries

The Evaluation Committee met on Monday, April 29, 2019 and 3:00 p.m. in a properly noticed public meeting and reviewed the qualification of the submitting firms. This was an RFP and therefore the award is to be recommended for the lowest most responsive and qualified proposer.

The Evaluation Committee reviewed and unanimously found that R&R Industries is the lowest most responsive bidder.

Bids received are included under Exhibits A and B. The findings of the evaluation committee are included under Exhibit C.

FISCAL ANALYSIS:

The total cost of all re-roofing projects is \$318,747. The 2018-2019 approved budget included an allowance of \$345,000 for the re-roofing projects.

\$205,000 was budgeted in the FY2018-2019 budget for roofs that are paid through general funds. The cost of the bids received for these roofs is \$148,602.

\$140,000 was budgeted in the FY2018-2019 budget for roofs that are paid through enterprise

funds. The costs of the bids received for these roofs is \$170,145. As such, a budget amendment is required and has been attached as Exhibit D. The budget amendment request seeks additional appropriations in the event that unforeseen additional expenses are found during construction.

STAFF RECOMMENDATION:

Staff recommends Commission authorize the City Manager to issue a purchase order to the lowest and most responsive bidder R&R Industries for RFP 19-BG-12.

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:

Authorize the City Manager execute the agreement with the lowest and most responsive bidder R&R Industries per the terms and conditions of an amount of \$318,747.00.

ATTACHMENTS:

- Exhibit A - R&R Industries Bid (PDF)
- Exhibit B - Ted Nemetz LLC Bid (PDF)
- Exhibit C - Bid Evaluations (PDF)
- BA Request form-PW roofs 05 21 2019 (signed) (PDF)

Resolution No. 2019-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED THE BID TO THE LOWEST RESPONSIVE/RESPONSIBLE BIDDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH R&R INDUSTRIES TO PERFORM CITY-WIDE RE-ROOFING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED THE BID TO THE LOWEST RESPONSIVE//RESPONSIBLE BIDDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH R&R INDUSTRIES TO PERFORM CITYWIDE RE-ROOFING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has planned and budgeted for the re-roofing of City Hall, the Public Works Administration Building, Motor Control Center I, the North Fleet Shop and the Dog Fanciers Pavilion; and

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

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

WHEREAS, the Evaluation Committee unanimously found R&R Industries to be the lowest and most responsive bidder.

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

SECTION 1. That the City Commission of the City of Holly Hill, Florida, does hereby authorize the City Manager to enter into an agreement with R&R Industries to perform re-roofing of (5) above referenced buildings in the City.

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

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

APPROVED AND AUTHENTICATED on this 28th day of MAY, 2019.

PROPOSER CHECK LIST

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

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

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

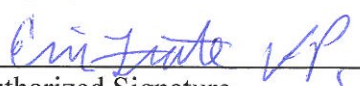
CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☐ The **mailing envelope** must be sealed and marked with Qualification Number "**RFP 19-BG-12**", Proposal Title "**CITY WIDE RE-ROOFING**" and Due Date "**April 9, 2019 @ 10:00 am**".
- ☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

R & R Industries, Inc.

Company



Authorized Signature

Eric Frate, Vice President

Printed Name & Title

Eric@rrindustriesdaytona.com

Email

500 Carswell Avenue

Address

Holly Hill, FL 32117

City, State, Zip Code

386-253-7627

Telephone No.

386-255-1470

Fax No.

Attachment: Exhibit A - R&R Industries Bid (2019-R-30 : City Wide Re-Roofing)

**PROFESSIONAL SERVICES AGREEMENT
CITY WIDE RE-ROOFING
Request for Proposal (RFP) 19-BG-12**

THIS AGREEMENT is made and entered into this 16th day of May, 2019, by and between R & R Industries, Inc., duly authorized to conduct business in the State of Florida and whose address is 500 Carswell Ave., Holly Hill, FL 32117, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-BG-12), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for one hundred and eighty (180 days) from the date of award per the terms and conditions of the RFP.

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

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

For City:

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

For Contractor:

Eric Frate, Vice President (Name, Title)
R & R Industries, Inc. (Company)
500 Carswell Avenue (Address)
Holly Hill, FL 32117 (City, State, Zip)
386-253-7627 (Phone)

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

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

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

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

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

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

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

WITNESSES:

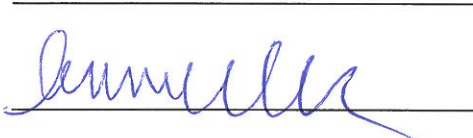


CITY OF HOLLY HILL

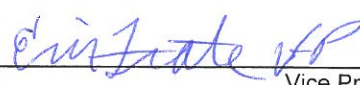
Joseph Forte, City Manager
3338686-

Dated: _____

WITNESSES:



FIRMS

By: 
Eric Frate, Vice President

Dated: 4-16-19 _____

Attachments: A. RFP #19-BG-12
B. Firm Response to RFP

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

Attachment: Exhibit A - R&R Industries Bid (2019-R-30 : City Wide Re-Roofing)

CONFLICT OF INTEREST AFFIDAVIT

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

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

R & R Industries, Inc.
Company

Eric Frate V.P.
Authorized Signature

Eric Frate, Vice President
Printed Name & Title

Eric@rrindustriesdaytona.com
Email

500 Carswell Avenue
Address

Holly Hill, FL 32117
City, State, Zip Code

386-253-7627
Telephone No.

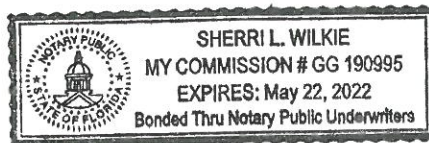
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Fax No.

State of Florida
City of Volusia

SUBSCRIBED AND SWORN to before me this 16th day of April, 2018, by
Eric Frate, who is personally known to me to be the
Vice President for the Firm, OR who produced the following
identification: Type text here

Sherril Wilkie

Notary Public



My Commission Expires: May 22, 2022

Attachment: Exhibit A - R&R Industries Bid (2019-R-30 : City Wide Re-Roofing)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
70%	Embry Riddle Aeronautical College Residence Hall #2	\$ 623,993.34
78%	LaPlaya Resort	\$ 1,957,779.57
20%	Baumgartner Company	\$ 324,990.00

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

Brown & Brown Building

McInnis Elementary School

Aruba Condominium

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

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

☐ Yes ☒ No

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

FEES:

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

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

(Continued)

19. List all prime construction contracts completed in the past 5 years by applicant / organization: (Over \$50,000)
 Projects must be for applicable trade (GC, mechanical – A/C, electrical, roofing, etc.)

Name of Work	Type of work performed	Contract Amt & Date	Design Architect or Engineer Name, Address, Phone & Email	Owner Name, Address, Phone & Email
Cruisin & Co.	Roofing	58,500 2018		20th St. Development 310-478-5323
Reed Patillo Hurricane Repair	Roofing	63,000 2018		Volusia County School Brd.
Longstreet Elem. School Hurricane Repair	Roofing	45,000 2018		Volusia County School Brd.
Chuck Lennon Restroom	Roofing	10,950 2018		County of Volusia 386-736-5967
Lighthouse Point Lifeguard Station	Roofing	15,900 2018		County of Volusia 386-736-5967
Volusia Fire Station 44 Pierson	Roofing	24,950 2018		County of Volusia 386-736-5967
Merchant Square	Roofing	420,000 2018		LCA Development 407-297-1600
Andy Clark Residence	Roofing	122,620 2018		Andy Clark 386-236-1970
Maya Resort	Roofing	1,958,635 2018		Hasel Lessee LLC 678-386-3663

Page 11 of 16

(Continued)

ROOFING

19. List all prime construction contracts completed in the past 5 years by applicant / organization: (Over \$50,000)
Projects must be for applicable trade (GC, mechanical – A/C, electrical, roofing, etc.)

Name of Work	Type of work performed	Contract Amt & Date	Design Architect or Engineer Name, Address, Phone & Email	Owner Name, Address, Phone & Email
Westside Elementary	Paracoat Roof Coating	\$40,000 2016	DBY Bldg. Sciences 407-286-2957 1214 E. Concord St. Orlando, FL 32803	Volusia County School Board P.O. Box 2118 Deland, FL 32721
Lake Helen Library	Metal Roofing	\$39,825 2016	R & R Industries, Inc. 386-253-7627 500 Carswell Ave., Holly Hill, FL 32117	County of Volusia 123 W. Indiana Ave. Deland, FL 32720
Panama Plaza	Modified Roofing	\$152,750 2016	R & R Industries, Inc. 386-253-7627 500 Carswell Ave., Holly Hill, FL 32117	DDM Management Fred Chikovsky 561-241-9688 2300 NW Corporate Blvd. 141 Boca Raton, FL 33431
Jack Ostuw Residence	Tile Roofing	\$68,000 2016	R & R Industries, Inc. 386-253-7627 500 Carswell Ave., Holly Hill, FL 32117	Jack Ostuw jostuw@aol.com 2084 S. Halifax Dr. Daytona Beach, FL 32118
Halifax Hospice - Port Orange	Foam Coating	\$49,600 2016	Roof Solutions 704-896-0022 10307 Bailey Rd. Cornelius, NC 28031	Halifax Medical Center 303 N. Clyde Morris Blvd. Daytona Beach, FL 32114
Residence Inn	TPO Roofing	\$184,500 2016	R & R Industries, Inc. 386-253-7627 500 Carswell Ave., Holly Hill, FL 32117	ASA Lodging, LLC Ajit Nana 407-581-9000 5353 Conroy Rd., Ste 200 Orlando, FL 32811
Reed Patillo Hurricane Repair	Shingle Roofing	\$55,300 2016	R & R Industries, Inc. 386-253-7627 500 Carswell Ave., Holly Hill, FL 32117	Volusia County School Board P.O. Box 2118 Deland, FL 32721
Indian River Elementary	Metal Roofing	\$585,850 2016	R & R Industries, Inc. 386-253-7627 500 Carswell Ave., Holly Hill, FL 32117	Volusia County School Board P.O. Box 2118 Deland, FL 32721
St. Ignace	TPO Roofing	\$186,000 2016	R & R Industries, Inc. 386-253-7627 500 Carswell Ave., Holly Hill, FL 32117	ASA Lodging, LLC Ajit Nana 407-581-9000 5353 Conroy Rd., Ste 200 Orlando, FL 32811

ROOFING

(Continued)

19. List all prime construction contracts completed in the past 5 years by applicant / organization: (Over \$50,000)
Projects must be for applicable trade (GC, mechanical – A/C, electrical, roofing, etc.)

Name of Work	Type of work performed	Contract Amt & Date	Design Architect or Engineer Name, Address, Phone & Email	Owner Name, Address, Phone & Email
Keech Street Library	Roofing	\$41,500 2016	Rodgers Architects 904-519-8018 14565 Harewood Court Jacksonville, FL 32258	County of Volusia 123 W. Indiana Ave. Deland, FL 32720
Westside Elementary	Roofing	\$45,000 2016	DBY Bldg. Sciences 407-286-2957 1214 E. Concord St. Orlando, FL 32803	Volusia County School Board P.O. Box 2118 Deland, FL 32721
Holly Hill Market	Roofing	\$48,426 2015	Hawkins, Hall & Ogle 208 Magnolia Avenue Daytona Beach, FL 32114	City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117
Ormond Beach Municipal Airport	Roofing	\$94,326 2016	Urban Electric 407-332-4700 370 Centerpointe Cir., Ste. 1196 Altamonte Springs, FL 32701	Federal Aviation Authority
Florida Hospital Lake Mary	Roofing	\$315,091 2016	Barton Malow 407-332-8880 5337 Millenia Lakes Blvd. Orlando, FL 32839	Florida Hospital Lake Mary
Volusia County Wastert Treatment	Roofing	\$145,900 2016	R & R Industries, Inc. 386-253-7627 500 Carswell Ave., Holly Hill, FL 32117	County of Volusia 123 W. Indiana Ave. Deland, FL 32720
Kelly Administration Building	Roofing	\$195,600 2015	DB Young & Assoc. 407-682-0125 2623 W. S.R. 44 Longwood, FL 32779	County of Volusia 123 W. Indiana Ave. Deland, FL 32720
Brewster Center	Roofing	\$132,300 2015	A/R/C Associates, Inc. 407-896-7875 601 N. Fern Creek Ave., Ste. 100 Orlando, FL 32803	Volusia County School Board P.O. Box 2118 Deland, FL 32721
Florida Hospital Palm Coast	Roofing	\$148,000 2016	Hunton Brady Architects 800 N. Magnolia Ave., Ste. 600 Orlando, FL 32803	Memorial Hospital Flagler, Inc. 60 Memorial Medical Pkwy. Palm Coast, FL 32164

Page 11 of 16

(Continued)

ROOFING

19. List all prime construction contracts completed in the past 5 years by applicant / organization: (Over \$50,000)
Projects must be for applicable trade (GC, mechanical – A/C, electrical, roofing, etc.)

Name of Work	Type of work performed	Contract Amt & Date	Design Architect or Engineer Name, Address, Phone & Email	Owner Name, Address, Phone & Email
Embry Riddle University - Doolittle Hall	Roofing	286,749.00 2014	R & R Industries, Inc. 386-253-7627 500 Carswell Ave. Holly Hill, FL 32117	Embry-Riddle Univ. 386-226-6242 600 S. Clyde Morris Blvd. Daytona Beach, FL 32114
Embry Hall	Roofing	110,372.00 2014	ARC Associates 407-896-7875 601 N. Fern Creek Ave., Ste. 100 Orlando, FL 32803	County of Volusia 123 W. Indiana Ave. Deland, FL 32720
Press Building	Roofing	98,150.00 2014	R & R Industries, Inc. 386-253-7627 500 Carswell Ave., Holly Hill, FL 32117	MAC II of Volusia 386-566-6788 362 Riverside Drive Ormond Beach, FL 32176
Ice Hall	Roofing	36,770.00 2014	Hawkins, Hall & Ogle 386-255-6163 208 Magnolia Avenue Daytona Beach, FL 32114	City of Holly Hill 386-248-9463 1065 Ridgewood Avenue Holly Hill, FL 32117
Embry Riddle University College of Arts & Sciences	Roofing	464,259.00 2014	Leo A. Daly 561-688-2111 1400 Centrepark Blvd., Ste. 500 West Palm Beach, FL 33401	Embry-Riddle Univ. 386-226-6242 600 S. Clyde Morris Blvd. Daytona Beach, FL 32114
Friendship Elementary	Roofing	1,018,326.00 2014	Gale Assoc., Inc. 407-599-7031 160 N. Westmonte Dr., Ste. 1200 Altamonte Springs, FL 32714	Volusia County School Board P.O. Box 2118 Deland, FL 32721
Ion Garden Inn	Roofing	270,000.00 2014	R & R Industries, Inc. 386-253-7627 500 Carswell Ave., Holly Hill, FL 32117	2560 Atlantic Hospitality 386-566-9249 920 N. Atlantic Avenue Daytona Beach, FL 32118
Embry Riddle University - Dorns	Roofing	115,005.00 2014	R & R Industries, Inc. 386-253-7627 500 Carswell Ave., Holly Hill, FL 32117	Embry-Riddle Univ. 386-226-6242 600 S. Clyde Morris Blvd. Daytona Beach, FL 32114
al S Inn	Roofing	69,146.00 2014	R & R Industries, Inc. 386-253-7627 500 Carswell Ave., Holly Hill, FL 32117	Island Club Assoc. Ltd. 1035 Oceanshore Blvd. Ormond Beach, FL 32176

Page 11 of 16

continued)

ROOFING

List all prime construction contracts completed in the past 5 years by applicant / organization: (Over \$50,000)
 Projects must be for applicable trade (GC, mechanical – A/C, electrical, roofing, etc.)

Name of Work	Type of work performed	Contract Amt & Date	Design Architect or Engineer Name, Address, Phone & Email	Owner Name, Address, Phone & Email
Mind Condominium	Roofing	81,157.00 2014	HBO Architects, Inc. 386-255-6163 208 Magnolia Ave. Daytona Beach, FL 32114	East Wind Condo. Assn. 4505 S. Atlantic Ave. Ponce Inlet, FL 32127
Increst Elementary School	Roofing	1,096,000.00 2014	Gale Assoc., Inc. 407-599-7031 160 N. Westmonte Dr., Ste. 1200 Altamonte Springs, FL 32714	Volusia County School Board P.O. Box 2118 Deland, FL 32721
um of Arts & Sciences Phase I arium Building	Roofing	104,075.00 2014	VOA Associates, Inc. 407-425-2500 4798 New Broad St., Ste. 100 Orlando, FL 32814	Museum of Arts & Sciences 352 S. Nova Rd. Daytona Beach, FL 32114
um of Arts & Sciences Phase IR shed	Roofing	213,706.00 2014	VOA Associates, Inc. 407-425-2500 4798 New Broad St., Ste. 100 Orlando, FL 32814	Museum of Arts & Sciences 352 S. Nova Rd. Daytona Beach, FL 32114
Professional Center	Roofing	388,926.00 2014	R & R Industries, Inc. 386-253-7627 500 Carswell Ave., Holly Hill, FL 32117	Halifax Medical Center 303 N. Clyde Morris Blvd. Daytona Beach, FL 32114
County Correctional Center	Roofing	213,708.00 2014	CRA Architects 850-385-6153 2027 Thomasville Rd. Tallahassee, FL 32308	County of Volusia 123 W. Indiana Ave. Deland, FL 32720
Flagler Hospice - Ormond	Roofing	239,458.00 2014	Fred Humphrey & Assoc. 407-261-3200 P.O. Box 2349 Winter Park, FL 32790	Halifax Medical Center 303 N. Clyde Morris Blvd. Daytona Beach, FL 32114
Jail Renovation	Roofing	112,184.00 2014	R & R Industries, Inc. 386-253-7627 500 Carswell Avenue Holly Hill, FL 32117	County of Volusia 123 W. Indiana Ave. Deland, FL 32720
Replacement	Roofing	3,490,146.00 2014	Rosetti Associates 248-282-8300 Two Towne Square, Ste. 500 West Palm Beach, FL 33407	Daytona Int'l Speedway Corp. 1801 W. W. Isa Daytona Beach, FL 32114

REFERENCES:Bank(s) Maintaining Account(s): SunTrust BankSurety/Underwriter: (if required) Arch Insurance Company

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 71. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

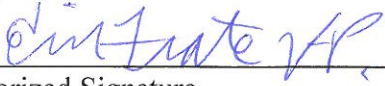
☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

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

R & R Industries, Inc.

Company



Eric Frate, Vice President

Printed Name & Title

Eric@rrindustriesdaytona.com

Email

500 Carswell Ave.

Address

Holly Hill, FL 32117

City, State, Zip Code

386-253-7627

Telephone No.

386-255-1470

Fax No.

DECLARATION STATEMENT

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

RE: RFP NO. 19-BG-12 - "CITY WIDE RE-ROOFING"

Dear Mayor and Commission Members:

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

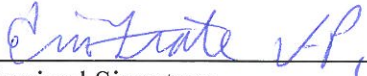
The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #19-BG-12**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 16th day of April, 2018 in the City of Holly Hill, in the State of Florida.

R & R Industries, Inc.

Company


Authorized Signature

Eric Frate, Vice President

Printed Name & Title

Eric@rrindustriesdaytona.com

Email

500 Carswell Avenue

Address

Holly Hill, FL 32117

City, State, Zip Code

386-253-7627

Telephone No.

386-255-1470

Fax No.

Attachment: Exhibit A - R&R Industries Bid (2019-R-30 : City Wide Re-Roofing)

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- ☒ 1. Worker's Compensation

Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements.

- ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements.

Bodily Injury & Property Damage

\$1,000,000 single limit per
occurrence

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

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

- ☒ 4. Automobile Liability

\$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included

- ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage

\$ 1,000,000 Per Occurrence

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

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

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

Attachment: Exhibit A - R&R Industries Bid (2019-R-30 : City Wide Re-Roofing)

INSURANCE REQUIREMENTS (Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP Number** and **CITY WIDE RE-ROOFING**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

R & R Industries, Inc.
Company


Authorized Signature

Eric Frate, Vice President
Printed Name & Title

Eric@rrindustriesdaytona.com
Email

500 Carswell Avenue
Address

Holly Hill, FL 32117
City, State, Zip Code

386-253-7627
Telephone No.

386-255-1470
Fax No.


Insurance Agency


Signature of Proposer's Agent



R&RINDU-01

WALLACE'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2018

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

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

PRODUCER Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750		CONTACT NAME: Mary Ramsey PHONE (A/C, No, Ext): (407) 998-4158 14158 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS: Mary.Ramsey@ioausa.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United Specialty Insurance Company	
		INSURER B: Ohio Security Insurance Company	
		INSURER C: Commerce and Industry Insurance Company	
		INSURER D: Alterra America Insurance Company	
		INSURER E:	
		INSURER F:	

INSURED

 R & R Industries, Inc.
 500 Carswell Avenue
 Holly Hill, FL 32117

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 ☒ PROJECT ☐ LOC OTHER:			ATNATL1811415	07/16/2018	07/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY OTHER:			BAS58624797	06/08/2018	06/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			37636	07/16/2018	07/16/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Installation Floater			MKLM3IM0050353	06/08/2018	06/08/2019	Per Location \$ 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ented/Leased Equipment has a 1% deductible, minimum deductible \$1,000

CERTIFICATE HOLDER

CANCELLATION

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



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/20/2018

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

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

PRODUCER FRSA Self Insurers Fund, Inc. 4099 Metric Drive Winter Park, FL 32792	CONTACT NAME: Debra Guidry, CPCU PHONE (A/C, No, Ext): (800) 767-3772 FAX (A/C, No): (407) 671-2520 E-MAIL ADDRESS: cert@frsasif.com														
INSURED R & R Industries, Inc. and Strikeforce Gutters 500 Carswell Avenue Holly Hill, FL 32117	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: FRSA Self Insurers Fund / Evanston Insurance Co.</td> <td>35378</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FRSA Self Insurers Fund / Evanston Insurance Co.	35378	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: FRSA Self Insurers Fund / Evanston Insurance Co.	35378														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:					N/A			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$ \$	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					N/A			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$ \$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					N/A			EACH OCCURRENCE AGGREGATE	\$ \$ \$	
A	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	N	870-001304 / 3DY3150	01/01/2019	12/31/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 1,000,000 1,000,000

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

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

CERTIFICATE HOLDER

Attn: City Clerk

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Debra Guidry CPCU
 Underwriting Manager

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒ YES
☐ NO

R & R Industries, Inc.

Company

Eric Frate V.P.
 Authorized Signature

Eric Frate, Vice President

Printed Name & Title

Eric@rrindustriesdaytona.com

Email

500 Carswell Avenue

Address

Holly Hill, FL 32117

City, State, Zip Code

386-253-7627

Telephone No.

386-255-1470

Fax No.

Attachment: Exhibit A - R&R Industries Bid (2019-R-30 : City Wide Re-Roofing)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Volusia

Eric Frate, being first duly sworn, deposes and says that:

He/she is Vice President of R & R Industries, Inc., Proposer that has submitted the attached Qualification;

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

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

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

R & R Industries, Inc.
 Company
Eric Frate VP
 Authorized Signature
Eric Frate, Vice President
 Printed Name & Title
Eric Frate, Vice President
 Email

500 Carswell Avenue
 Address
Holly Hill, FL 32117
 City, State, Zip Code
386-253-7627
 Telephone No.
386-255-1470
 Fax No.

Subscribed and sworn to before me this 16th day of April, 20 19.

Sherril L. Wilkie
Sherril L. Wilkie

My Commission Expires: May 22, 2022



Attachment: Exhibit A - R&R Industries Bid (2019-R-30 : City Wide Re-Roofing)

ACKNOWLEDGEMENTS
RFP #19-BG-12 CITY WIDE RE-ROOFING

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

102

From : Insert Information
 "Contractor"

The Contractor agrees to provide CITY WIDE RE-ROOFING as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the CITY WIDE RE-ROOFING called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

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

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

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

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

Contractor shall guarantee CITY WIDE RE-ROOFING within 30 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 22nd day of April, 2019
 (Month) (Year)

Attachment: Exhibit A - R&R Industries Bid (2019-R-30 : City Wide Re-Roofing)

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

By: Eric Frate VP / Eric Frate
(Signature) (Print name)

Address: 500 Carswell Ave
Holly Hill FL 32117

Telephone: (386) 253-7627 Fax: () 386-255-1470

Taxpayer Identification Number (TIN): _____

CORPORATION

By: Eric Frate VP / Eric Frate, Vice President
(Signature) (Print name)

Address: 500 Carswell Ave., Holly Hill, FL 32117

Telephone: () 386-253-7627 Fax: () 386-255-1470

Taxpayer Identification Number (TIN/EIN): 59-0620775

State Under Which Corporation Was Chartered:
Florida

Corporate President: Larry Beasley
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: Eric Frate
~~Secretary~~ Vice President

Signature: Eric Frate VP Date: 4-16-2019

Attachment: Exhibit A - R&R Industries Bid (2019-R-30 : City Wide Re-Roofing)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

Valerie Manning, City Clerk

386-248-9441

vmanning@hollyhillfl.org

1065 Ridgewood Ave

Holly Hill, FL 32117

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

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

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

Company Name: R & R Industries, Inc.

Authorized representative (printed): Eric Frate

Authorized representative (signature): 

Project Number: **RFP 19-BG-12** Date: 4-16-2019

Attachment: Exhibit A - R&R Industries Bid (2019-R-30 : City Wide Re-Roofing)

REFERENCES FORM

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

1. Name of Company: Daytona International Speedway Corporation
 Address: 1801 W. ISB, Daytona Beach
 Point of Contact: John Dobbins
 Phone #: _____ Email address: John.Dobbins@bartonmalow.com
 Service(s) Provided: TPO over ISO roofing

 Dates of Service: Completed 6/30/2015

2. Name of Company: Embry Riddle Aeronautical College
 Address: 600 S. Clyde Morris Blvd., Daytona Beach, FL 32114
 Point of Contact: Heath McCall
 Phone #: _____ Email address: hmcall@perry-mccall.com
 Service(s) Provided: Modified roofing

 Dates of Service: Completed 12/22/2014

3. Name of Company: Laplaya Resort
 Address: 9890 Gulf Shore Dr., Naples, FL 34108
 Point of Contact: Brian McCarren
 Phone #: _____ Email address: bmccarren@pdsi.us
 Service(s) Provided: Single Ply roofing

 Dates of Service: _____

4. Name of Company: County of Volusia
 Address: 123 W. Indiana Ave., Deland, FL 32720
 Point of Contact: _____
 Phone #: 386-736-5967 Email address: _____
 Service(s) Provided: Roofing

 Dates of Service: Master Service Agreement

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

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

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

by Eric Frate, Vice President

(Print Individual's Name and Title)

for R & R Industries, Inc.

(Print Name of Entity Submitting Sworn Statement)

whose business is 500 Carswell Ave., Holly Hill, FL 32117

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0620775

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

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

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

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

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

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

Chris State
(Signature)

Sworn and subscribed before me this 16th day of April, 2019.

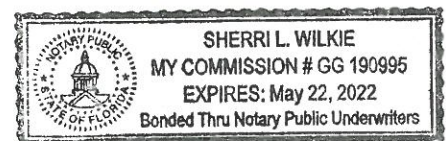
Personally known

OR produced identification _____

(Type of Identification)

Sherry Wilkie
(Notary)
Notary Public State of Florida

My commission expires: May 22, 2022



VENDOR INFORMATION

Vendor is:

(☒) Corporation

(☐) Partnership

(☐) Sole Proprietorship

(☐) Other _____ (Explain)

Federal Employer Identification Number: 59-0620775

Firm Name: R & R Industries, Inc.

Mailing Address: 500 Carswell Ave., Holly Hill, FL 32117

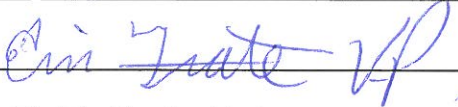
Telephone No.: 386-253-7627 Fax No.: 386-255-1470

Email Address: RRFinance@rrindustriesdaytona.com Web Address: YourRoofDoneRight.com

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

Firm Name: _____

Remittance Address: _____

Submitted by: 

Name & Title Printed: Eric Frte, Vice President

Attachment: Exhibit A - R&R Industries Bid (2019-R-30 : City Wide Re-Roofing)

PROPOSAL PRICING FORM
RFP 19-BG-12
CITY WIDE RE-ROOFING

RFP Date: 4/22/2019

TO: The City of Holly Hill, Florida

FROM: R & R Industries, Inc.

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

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

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

Exhibit B - City Hall (1065 Ridgewood Avenue)

Item No.	Description	Qty.	Unit	Total
1.	Re-roofing	1	LS	\$ 65,252
2.	Cost for replacing rotten or damaged wood		SF	\$ 5.00
3.	Alternate: Installation of 6" gutters and 4" downspouts	1	LS	\$ 25,500
	City Hall:			\$

Exhibit C - Public Works Administrative Building (453 LPGA Blvd)

Item No.	Description	Qty.	Unit	Total
1.	Re-Roofing	1	LS	\$ 102,145
	Public Works Administrative Building			\$

Attachment: Exhibit A - R&R Industries Bid (2019-R-30 : City Wide Re-Roofing)

Exhibit D - Dog Fanciers Pavilion (980 Alabama Avenue)

Item No.	Description	Qty.	Unit	Total
1.	Re-roofing	1	LS	\$ 25,000
2.	Cost for replacing rotten or damaged wood	1	SF	\$ 5.00
3.	Alternate: Architectural Shingles	1	LS	\$ 26,000
Dog Fanciers Pavilion:				\$

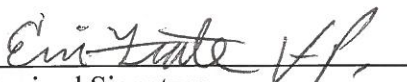
Exhibit E - Motor Control Center I (453 LPGA Blvd)

Item No.	Description	Qty.	Unit	Total
1.	Re-roofing	1	LS	\$ 54,000
2.	Alternate: Concrete Restoration	1	LS	\$ 14,000
Motor Control Center I				\$

Exhibit F - Public Works North Fleet Roof (453 LPGA Blvd)

Item No.	Description	Qty.	Unit	Total
1.	Re-roofing	1	LS	\$ 31,850
Public Works North Fleet Roof				\$

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


Authorized Signature

Eric Frate, Vice President

Printed Name & Title

R & R Industries, Inc.

Company

4/19/2014

500 Carswell Avenue

Address

Holly Hill, FL 32117

City, State, Zip Code

386-253-7627

Telephone No.

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

Request for Taxpayer Identification Number and Certification

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

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

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

R & R Industries, Inc.

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

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

500 Carswell Ave.

6 City, state, and ZIP code

Holly Hill, FL 32117

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 0 6 2 0 7 7 5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

[Signature]

Date ►

1/8/2019

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Public Works - North Fleet Shop



Attachment: Exhibit A - R&R Industries Bid (2019-R-30 : City Wide Re-Roofing)

Addendum Number 2
ITB-19-BG-12
City of Holly Hill

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **ITB 19-BG-12** for the City Wide Re-Roofing Project.

QUESTIONS AND ANSWERS:

Re: City Hall Re-roof:

1. Please confirm that the replacement of roof to wall flashing and drip edge flashing shall be brown aluminum. **Yes**
2. Please provide quantities of sheathing and fascia boards that should be included in the proposal; or allow us to provide unit pricing to perform these repairs. **Unit pricing is indicated on the ITB for sheathing. Fascia may be added as an alternative as unit price.**
3. Please confirm that the gazebo roof on the Southeast corner of the property should be included in this work. **Only the municipal building (City Hall) is included in this scope, not the Club House in the Southeast corner of the property.**

Re: Public Works Administration Building:

1. Based upon core samples we took on the site visit it appears that the ISO and cover board is sloping approx. 1/8" per foot from the center line of the building to the roof drains at the North and South face. If we try to increase the slope to 1/4" per foot, it is possible that the AC unit curbs may need to be extended. If a 1/4" is required please state in the scope of work that the removal of the ac units, curb extenders, and replacement of the units shall be excluded from the roofer's scope of work and to be performed by others. **Removal and replacement of A/C units, should they need to be moved, will not be the responsibility of the roofer.**

Re: Dog Fanciers Pavilion

1. If a General Contractor is required to repair trusses please remove the hiring of a GC from the roofer's scope of work. **It will be the responsibility of the roofer to**

hire/coordinate with a General Contractor. As such this remains in the scope of work.

- a. Also, structural engineer's requirements are not in the bid package. The roof has broken trusses.
2. If the damage to the trusses is minor; I would suggest that each bidder carry 6 each 10' long pine 2 x 4's in their bid; and allow the roofer to perform minor repair work to these trusses to the satisfaction of the architect. No architect on this job – GC opinion required.
3. It was also observed that about 8 squares of roof sheathing may need to be replaced. I would suggest that each bidder carry 25 sheets of plywood in their estimate to make these repairs. If addition sheathing is required, the unit pricing could be used at that time. Unit price please

Re: Motor Control Center:

1. Please remove the repair, infill and or replacement of concrete double T slabs from the roofer's scope of work. This will not be removed as it will be the roofer's responsibility to hire subcontractors as needed.

Re: Public Works North Fleet:

1. The core sample revealed that the existing roof is supported by light weight concrete (lwic). Please alter the scope of work to allow the existing roof membrane to be removed from the lwic and the new roof membrane to be install over the existing lwic. Please see addendum #1 for correct roof location and follow specifications.
2. There is only one vent on this roof. Please confirm that it is to remain. Please see addendum #1 for correct roof location and follow specifications.
3. Please confirm that the work to remove and cover (2) exhaust vents is not required. Please see addendum #1 concerning roof location. Work to remove and cover fans is required.

RFP# 19-BG-12
"City Wide Re-Roofing"
REVISED TIMELINE FOR PROJECT

Broadcast Date: 03/15/2019

Close Date: **04/22/2019**

Evaluation Committee Members

Per the City of Holly Hill Purchasing Policy (Chapter 2) the following personnel will be on the evaluation committee for this project:

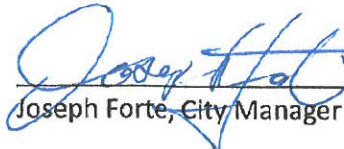
This is an RFP and the bid is to be awarded to the lowest most qualified proposer.

<u>Name</u>	<u>Department</u>
<u>Steve Juengst</u>	<u>Public Works</u>
<u>Jim Bland</u>	<u>Fire</u>
<u>Jeff Miller</u>	<u>Police</u>

The proposed timeline for this project is as follows:

Event	Date
Issue RFP Notice	March 15, 2019
Non-Mandatory Pre-Bid	April 2, 2019 10:00 am
Last Date for Receipt of Written Questions	April 9, 2019 – 10:00 am
Addendum Issued (If Applicable)	April 11, 2019
Proposal Opening Date	April 16, 2019 – April 22, 2019 10:00 am
Evaluation Committee	April 22, 2019 – April 29, 2019 10:00 am
Notice of Recommendation	April 23, 2019 – April 30, 2019
City Commission Hearing Date	May 14, 2019 May 28, 2019

Approved by:

 4-16-2019
 Joseph Forte, City Manager

Attachment: Exhibit A - R&R Industries Bid (2019-R-30 : City Wide Re-Roofing)

PROPOSER CHECK LIST

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

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

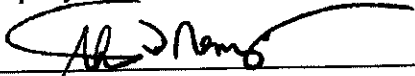
- ☐ The standard contract/ agreement has been signed and included.
- ☐ All applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Qualification Form is included.
- ☐ Any addenda have been signed and included.
- ☐ The mailing envelope has been addressed to:

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

- ☐ The mailing envelope **must be sealed and marked** with Qualification Number "RFP 19-BG-12", Proposal Title "CITY WIDE RE-ROOFING" and Due Date "April 9, 2019 @ 10:00 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

Ted Nemetz LLC
Company


Authorized Signature

Ted Nemetz / President
Printed Name & Title

Info@atlantic-gutters.com
Email

1819 Lindbergh Lane
Address

Port Orange, FL 32128
City, State, Zip Code

386-423-8484
Telephone No.

386-423-8485
Fax No.

Supplement to Bid and response to Addendum Number 2 ITB-19-BG-12 City of Holly Hill

Contractor: Ted Nemetz
Company: TNLG.LLC
Licenses: CBC1252702 / CCC1331271 / CCC1331819
Date: April 18, 2019

Re: City Hall Re-roof

1. Yes, scope and pricing in bid submitted does include wall flashing and drip edge to be brown and aluminum.
2. If sheathing or fascia is needed, we have established a unit price of \$2.50 per SQ. FT. or in the case of fascia it would be \$2.50 per LF.
3. Yes, the gazebo roof is included in our bid and scope of work to perform.

Re: Public Works Administration Building

1. In the event the AC units' curbs need to be extended we are able to perform this work, but understand that under the Addendum Number 2 that it states this is not the responsibility of the roofer.

Re: Dog Fancier Pavilion

1. If repair of trusses is needed TNLG.LLC has a CBC license and is capable to performing this work, and will work with the structural engineer in performing the work needed.
2. TNLG.LLC always has extra wood on site as these issues do come up more often than expected and area ready to fix the issue as needed.
3. TNLG will expect to keep on site at a minimum 25 sheets of plywood to make the repairs as needed at material and labor cost combined of \$2.50 per SQ. FT.

Re: Motor Control Center

1. TNLG.LLC has team members capable of performing the repairs as needed on the concrete double T slabs.

Re: Public Works North Fleet

1. TNLG.LLC is aware of the addendum #1 and would follow the specifications as outlined regarding the light weight concrete (lwc) and installation of the new roof membrane over the existing lwc.
2. TNLG.LLC is confirming that the one vent on the roof is to remain, if it was damaged during the re-roof TNLG.LLC would replace it as part of our bid quote submitted to the City of Holly Hill.
3. TNLG.LLC is confirming that as part of our bid on Public Works North Fleet, that (2) exhaust vents would be removed and covered as outlined in addendum #1

Addendum Number 2
ITB-19-BG-12
City of Holly Hill

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **ITB 19-BG-12** for the City Wide Re-Roofing Project.

QUESTIONS AND ANSWERS:

Re: City Hall Re-roof:

1. Please confirm that the replacement of roof to wall flashing and drip edge flashing shall be brown aluminum. Yes
2. Please provide quantities of sheathing and fascia boards that should be included in the proposal; or allow us to provide unit pricing to perform these repairs. Unit pricing is indicated on the ITB for sheathing. Fascia may be added as an alternative as unit price.
3. Please confirm that the gazebo roof on the Southeast corner of the property should be included in this work. Only the municipal building (City Hall) is included in this scope, not the Club House in the Southeast corner of the property.

Re: Public Works Administration Building:

1. Based upon core samples we took on the site visit it appears that the ISO and cover board is sloping approx. 1/8" per foot from the center line of the building to the roof drains at the North and South face. If we try to increase the slope to 1/4" per foot, it is possible that the AC unit curbs may need to be extended. If a 1/4" is required please state in the scope of work that the removal of the ac units, curb extenders, and replacement of the units shall be excluded from the roofer's scope of work and to be performed by others. Removal and replacement of A/C units, should they need to be moved, will not be the responsibility of the roofer.

Re: Dog Fanciers Pavilion

1. If a General Contractor is required to repair trusses please remove the hiring of a GC from the roofer's scope of work. It will be the responsibility of the roofer to

hire/coordinate with a General Contractor. As such this remains in the scope of work.

- a. Also, structural engineer's requirements are not in the bid package. The roof has broken trusses.
2. If the damage to the trusses is minor; I would suggest that each bidder carry 6 each 10' long pine 2 x 4's in their bid; and allow the roofer to perform minor repair work to these trusses to the satisfaction of the architect. No architect on this job – GC opinion required.
3. It was also observed that about 8 squares of roof sheathing may need to be replaced. I would suggest that each bidder carry 25 sheets of plywood in their estimate to make these repairs. If addition sheathing is required, the unit pricing could be used at that time. Unit price please

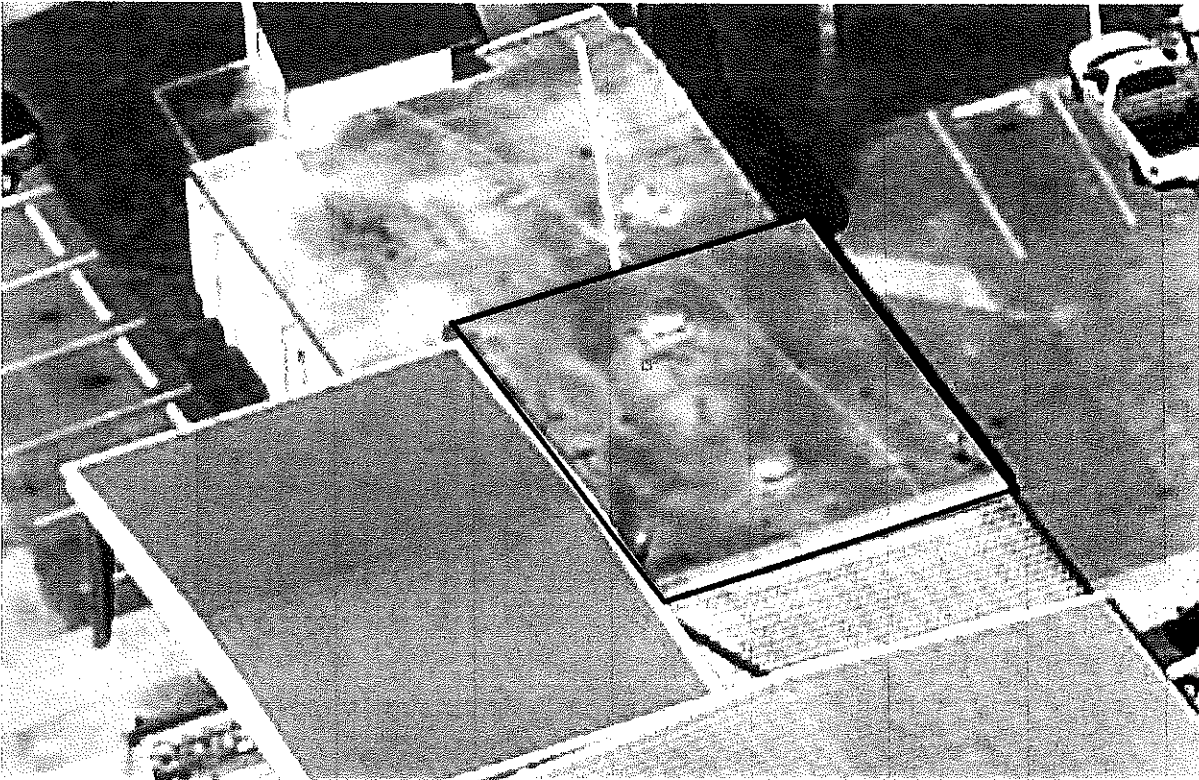
Re: Motor Control Center:

1. Please remove the repair, infill and or replacement of concrete double T slabs from the roofer's scope of work. This will not be removed as it will be the roofer's responsibility to hire subcontractors as needed.

Re: Public Works North Fleet:

1. The core sample revealed that the existing roof is supported by light weight concrete (lwic). Please alter the scope of work to allow the existing roof membrane to be removed from the lwic and the new roof membrane to be install over the existing lwic. Please see addendum #1 for correct roof location and follow specifications.
2. There is only one vent on this roof. Please confirm that it is to remain. Please see addendum #1 for correct roof location and follow specifications.
3. Please confirm that the work to remove and cover (2) exhaust vents is not required. Please see addendum #1 concerning roof location. Work to remove and cover fans is required.

Public Works - North Fleet Shop



PROPOSAL PRICING FORM
RFP 19-BG-12
CITY WIDE RE-ROOFING

RFP Date: _____

TO: The City of Holly Hill, Florida

FROM: TNLG.LLC

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

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

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

Exhibit B - City Hall (1065 Ridgewood Avenue)

Item No.	Description	Qty.	Unit	Total
1.	Re-roofing	1	LS	\$ 186,672.75
2.	Cost for replacing rotten or damaged wood		SF	\$ 2.50
3.	Alternate: Installation of 6" gutters and 4" downspouts	1	LS	\$ 5,400
	City Hall:			\$ 192,072.75

Exhibit C - Public Works Administrative Building (453 LPGA Blvd)

Item No.	Description	Qty.	Unit	Total
1.	Re-Roofing	1	LS	\$ 49,947.70
	Public Works Administrative Building			\$ 49,947.70

Attachment: Exhibit B - Ted Nemetz LLC Bid (2019-R-30 : City Wide Re-Roofing)

Exhibit D - Dog Fanciers Pavilion (980 Alabama Avenue)

Item No.	Description	Qty.	Unit	Total
1.	Re-roofing	1	LS	\$ 41,815
2.	Cost for replacing rotten or damaged wood	1	SF	\$ 2.50
3.	Alternate: Architectural Shingles	1	LS	\$ 42,355
	Dog Fanciers Pavilion:			\$ 41,815.00

Exhibit E - Motor Control Center I (453 LPGA Blvd)

Item No.	Description	Qty.	Unit	Total
1.	Re-roofing	1	LS	\$ 34,684.15
2.	Alternate: Concrete Restoration	1	LS	\$ 6,400.00
	Motor Control Center I			\$ 34,684.15

Exhibit F - Public Works North Fleet Roof (453 LPGA Blvd)

Item No.	Description	Qty.	Unit	Total
1.	Re-roofing	1	LS	\$ 11,695.95
	Public Works North Fleet Roof			\$ 11,695.95

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

Authorized Signature

Ted Nemetz / MGR

Printed Name & Title

TNLG.LLC

Company

1819 Lindbergh Lane

Address

Port Orange, FL 32128

City, State, Zip Code

386-423-8484

Telephone No.

Attachment: Exhibit B - Ted Nemetz LLC Bid (2019-R-30 : City Wide Re-Roofing)

**PROFESSIONAL SERVICES AGREEMENT
CITY WIDE RE-ROOFING
Request for Proposal (RFP) 19-BG-12**

THIS AGREEMENT is made and entered into this _____ day of May, 2019, by and between TNLG.LLC, duly authorized to conduct business in the State of Florida and whose address is 1819 Lindbergh Lane, Port Orange, FL 32128, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-BG-12), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for one hundred and eighty (180 days) from the date of award per the terms and conditions of the RFP.

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

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

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

For Contractor:
Ted Nemetz / MGR, _____ (Name, Title)
TNLG.LLC (Company)
1819 Lindbergh Lane (Address)
Port Orange, FL 32128 (City, State, Zip)
386-423-8484 (Phone)

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

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

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

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

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

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

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

WITNESSES:

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

WITNESSES:

FIRMS

By: _____

_____, _____

Dated: _____

Attachments: A. RFP #19-BG-12

B. Firm Response to RFP

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

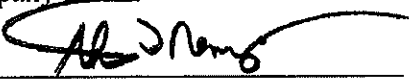
Attachment: Exhibit B - Ted Nemetz LLC Bid (2019-R-30 : City Wide Re-Roofing)

CONFLICT OF INTEREST AFFIDAVIT

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

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

TNLG.LLC
Company


Authorized Signature

Ted Nemetz / MGR
Printed Name & Title

info@atlantic-gutters.com
Email

1819 Lindbergh Lane
Address

Port Orange, FL 32128
City, State, Zip Code

386-423-8484
Telephone No.

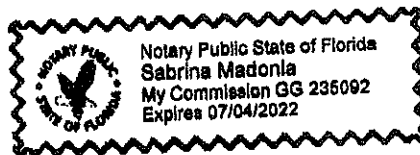
386-423-8485
Fax No.

State of Florida)
City of Port Orange)

SUBSCRIBED AND SWORN to before me this 8 day of April, 2019, by
Theodore Nemetz, who is personally known to me to be the
owner for the Firm, OR who produced the following
identification: _____



Notary Public



My Commission Expires: _____

Attachment: Exhibit B - Ted Nemetz LLC Bid (2019-R-30 : City Wide Re-Roofing)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		\$
		\$
		\$

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

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

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

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

FEES:

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

\$ 300,000 Total Fees for work done on all City projects

Case No	Case Style	Party Type	Case Type	File Date
2019 30599 CICI	TED NEMETZ -V- TOWER HILL PREFERRED INSURANCE COMPANY	PLAINTIFF	CIVIL	03/29/2019
2019 30329 CICI	TED NEMETZ -V- HERITAGE PROPERTY & CASUALTY INSURANCE	PLAINTIFF	CIVIL	02/19/2019
2019 30320 CICI	TED NEMETZ -V- AMERICAN INTEGRITY INSURANCE COMPANY	PLAINTIFF	CIVIL	02/15/2019
2019 30317 CICI	TED NEMETZ -V- TOWER HILL PREFERRED INSURANCE COMPANY	PLAINTIFF	CIVIL	02/15/2019
2019 30310 CICI	TED NEMETZ -V- FLORIDA PENINSULA INSURANCE	PLAINTIFF	CIVIL	02/15/2019

REFERENCES:Bank(s) Maintaining Account(s): Regions Bank - 0213721771

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

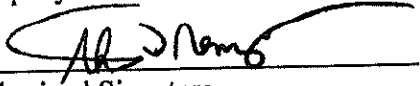
TYPE OF FIRM:

☒ Corporation/Years in Business: 3-yr. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

- ☐ Partnership/Years in Business: _____
- ☐ Sole Proprietorship/Years in Business: _____
- ☐ Other: Please list: _____

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

TNLG.LLC
Company


Authorized Signature

Ted Nemetz / MGR
Printed Name & Title

Info@atlantic-gutters.com
Email

1819 Lindbergh Lane
Address

Port Orange, FL 32128
City, State, Zip Code

386-423-8484
Telephone No.

386-423-8485
Fax No.

Attachment: Exhibit B - Ted Nemetz LLC Bid (2019-R-30 : City Wide Re-Roofing)

DECLARATION STATEMENT

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

RE: RFP NO. 19-BG-12 - "CITY WIDE RE-ROOFING"

Dear Mayor and Commission Members:

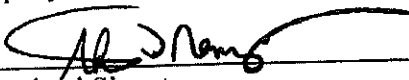
The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in RFP #19-BG-12.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 9 day of April,
2019 in the City of Port Orange, in the State of Florida.

TNLG.LLC
Company


Authorized Signature

Ted Nemetz / TNLG.LLC
Printed Name & Title

Info@atlantic-gutters.com
Email

1819 Lindbergh Lane
Address

Port Orange, FL 32128
City, State, Zip Code

386-423-8484
Telephone No.

386-423-8485
Fax No.

Attachment: Exhibit B - Ted Nemetz LLC Bid (2019-R-30 : City Wide Re-Roofing)

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

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

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

INSURANCE REQUIREMENTS (Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP Number** and **CITY WIDE RE-ROOFING**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

Caton Hosey Insurance

Company

Authorized Signature

Krista Scarborough
Printed Name & Title

krista@catonhosey.com
Email

Caton Hosey Insurance Company
Insurance Agency

Signature of Proposer's Agent

3731 Nova Road

Address

Port Orange, FL 32129

City, State, Zip Code

386-523-1507

Telephone No.

386-760-1770

Fax No.

Attachment: Exhibit B - Ted Nemetz LLC Bid (2019-R-30 : City Wide Re-Roofing)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

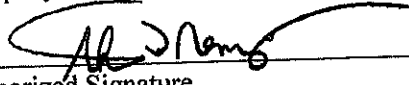
- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees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

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

☒ YES
☐ NO

TNLG.LLC

Company


 Authorized Signature

Ted Nemetz / MGR
 Printed Name & Title

Info@atlantic-gutters.com
 Email

1819 Lindbergh Lane

Address

Port Orange, FL 32128

City, State, Zip Code

386-423-8484

Telephone No.

386-423-8485

Fax No.

Attachment: Exhibit B - Ted Nemetz LLC Bid (2019-R-30 : City Wide Re-Roofing)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FLORIDACounty of VOLUSIATED NEMETZ, being first duly sworn, deposes and says that:He/she is MGR of TNLG.LLC, Proposer that has submitted the attached Qualification;

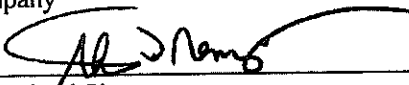
He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

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

TNLG.LLC

Company


 Authorized Signature
TED NEMETZ / MGR

Printed Name & Title

INFO@ATLANTIC-GUTTERS.COM

Email

1819 LINDBERGH LANE

Address

PORT ORANGE, FL 32128

City, State, Zip Code

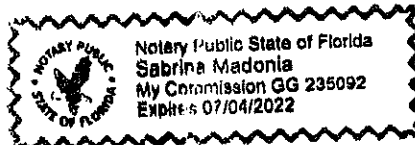
386-423-8484

Telephone No.

386-423-8485

Fax No.

Subscribed and sworn to before me this 8 day of APRIL, 2019.
Theodore Nemetz
Manager
 Title


My Commission Expires: 7-4-22

Attachment: Exhibit B - Ted Nemetz LLC Bid (2019-R-30 : City Wide Re-Roofing)

ACKNOWLEDGEMENTS
RFP #19-BG-12 CITY WIDE RE-ROOFING

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

From : Insert Information
"Contractor"

The Contractor agrees to provide CITY WIDE RE-ROOFING as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the CITY WIDE RE-ROOFING called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

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

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

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

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

Contractor shall guarantee CITY WIDE RE-ROOFING within 7 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 8 day of APRIL, 2019
(Month) (Year)

Attachment: Exhibit B - Ted Nemetz LLC Bid (2019-R-30 : City Wide Re-Roofing)

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

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

Address: _____

Telephone: () _____ Fax: () _____

Taxpayer Identification Number (TIN): _____

CORPORATION

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

Address: 1819 Lindbergh Lane
Port Orange, FL 32128

Telephone: (386) 423-8484 Fax: (386) 423-8485

Taxpayer Identification Number (TIN/EIN): 83-1324037

State Under Which Corporation Was Chartered:
Florida

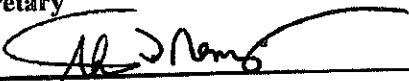
Corporate President: NEMETZ, THEODORE J, JR
(Print Name)

Corporate Secretary: GRAFFEO, LINDA
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature:  Date: 4-15-19

Attachment: Exhibit B - Ted Nemetz LLC Bid (2019-R-30 : City Wide Re-Roofing)



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

NEMETZ, THEODORE JOHN

NEMETZ ROOFING
1819 LINDBERGH LANE
PORT ORANGE FL 32128

LICENSE NUMBER: CCC1331819

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



ACORD 25 (2016/03)

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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 
Proof of Coverage		

CANCELLATION		CERTIFICATE HOLDER	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)			
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OFFICE/PROPERTY/EXECUTIVE ANY PROPRIETOR/PARTNER/EXECUTIVE (Mandatory in NH) YES, describe under DESCRIPTION OF OPERATIONS below N/A			
A AUTOMOBILE LIABILITY OWNED AUTOS ONLY HIRING AUTOS ONLY SCHEDULED AUTOS ONLY OTHER:			
TYPE OF INSURANCE ADDL WVD POLICY NUMBER WCP1062401-0 11/28/2018 11/28/2019			
LIMITS EACH OCCURRENCE \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 PER PROJECT/LOCATION \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$1,000,000 E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000			

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.	
REVISION NUMBER:	
CERTIFICATE NUMBER: CL1812520683	
PRODUCER Zalon-Hosey Insurance 1731 Nova Rd. Port Orange FL 32129	
INSURED TNLG, LLC, DBA: Nemetz Roofing 1819 Lindbergh Lane Port Orange FL 32128	
CONTACT Krista Scarborough PHONE (386) 767-3161 FAX (386) 760-1770 E-MAIL Krista@zalonhosey.com ADDRESS:	
INSURER(S) AFFORDING COVERAGE INSURER A: United Specialty Ins Co 12637 NAIC # 10844 INSURER B: Builders Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

Attachment: Exhibit B - Ted Nemetz LLC Bid (2019-R-30 : City Wide Re-Roofing)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2019

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.
TNLG LLC

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

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

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

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

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

☐ Other (see instructions) ► _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
1819 Lindbergh Ln.

6 City, state, and ZIP code
Port Orange FL 32128

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

8	3	-	1	3	2	0	4	3	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Al Nemetz

Date ►

1-18-19

General Instructions

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

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

Purpose of Form

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

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

- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Form W-9 (Rev. 11-2017)

Cat. No. 10231X

Cut and use this label for Proposal Package

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

RFP #19-BG-12

CITY WIDE RE-ROOFING

OPENING DATE/TIME:
April 16, 2019
by 10:00 a.m.

Attachment: Exhibit B - Ted Nemetz LLC Bid (2019-R-30 : City Wide Re-Roofing)

RFP 19-BG-12 -CITY WIDE RE-ROOFING

4/29/2019 13:00

Evaluators Name

Jeff Mulvan

Company Name

Qualifications and previous commercial experience, including projects for local Cities in Florida

Completeness of Project Approach - understanding of the project, proposed methodology, project schedule and limited disruptions

Cost Proposal

Warranties, service level agreements, liquidated damages

TOTAL

	35 points available	30 points available	25 points available	10 points available	100 total points available
CITY HALL					
Ted Nemeiz LLC	0	25	5 ^m 2.0	10	55
R&R Industries	35	30	25	10	100
PW Admin Building	0				
Ted Nemeiz LLC	0	25	25	10	60
R&R Industries	35	30	20	10	95
Dog Fancier's Pavilion					
Ted Nemeiz LLC	0	25	25	10	60
R&R Industries	35	30	25	10	100

Motor Control Center I					
Ted Nemeitz LLC	0	25	25	10	60
R&R Industries	35	30	20	10	95
North Fleet Roof	0				
Ted Nemeitz LLC	0	25	25	10	60
R&R Industries	35	30	20	10	95

1

2

1

2

RFP 19-BG-12 -CITY WIDE RE-ROOFING

4/29/2019 13:00

Evaluators Name JAMIES BLAND

Company Name	Qualifications and previous commercial experience, including projects for local Cities in Florida	Completeness of Project Approach - understanding of the project, proposed methodology, project schedule and limited disruptions	Cost Proposal	Warranties, service level agreements, liquidated damages	TOTAL
	35 points available	30 points available	25 points available	10 points available	100 total points available
CITY HALL					
Ted Nemetz LLC	0	0	12	10	22
R&R Industries	35	0	25	10	70
PW Admin Building					
Ted Nemetz LLC	0	0	25	10	35
R&R Industries	35	0	12	10	57
Dog Fancier's Pavilion					
Ted Nemetz LLC	0	0	25	10	35
R&R Industries	35	0	21	10	66

Motor Control Center I					
Ted Nemeitz LLC	0	0	25	10	35
R&R Industries	35	0	13	10	58
North Fleet Roof					
Ted Nemeitz LLC	0	0	25	10	35
R&R Industries	35	0	9	10	54

1

2

1

2

4/29/2019 13:00

Evaluators Name - Steve J.

Company Name

Qualifications and previous commercial experience, including projects for local Cities in Florida

Completeness of Project Approach - understanding of the project, proposed methodology, project schedule and limited disruptions

Cost Proposal

Warranties, service level agreements, liquidated damages

TOTAL

35 points available

30 points available

25 points available

10 points available

100 total points available Rank

CITY HALL					
Ted Nemetz LLC	0	30	12	10	52
R&R Industries	35	30	25	10	100
PW Admin Building					
Ted Nemetz LLC	0	30	25	10	65
R&R Industries	35	30	12	10	87
Dog Fancier's Pavilion					
Ted Nemetz LLC	0	30	16	10	56
R&R Industries	35	30	25	10	100
Motor Control Center I					

9.1.c						
Nemetz LLC	0	30	25	10	65	2
R&R Industries	35	30	15	10	90	1
North Fleet Roof						
Ted Nemetz LLC	0	30	25	10	65	2
R&R Industries	35	30	9	10	84	1

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2018-2019

Requesting Department		Date
Public Works		5/21/2019
TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT (Round to \$100's)
301-8110-580.6200	Buildings-City Hall Roof	84,248.00
407-8110-580.6200	Buildings-Public Works Admin Roof	29,253.00
	Total	113,501.00 (Rounded to \$100's)
ADD FUNDS TO ACCOUNT NUMBER:		
301-8110-580.6200	Buildings-Dog Fanciers Roof	21,000.00
301-8110-580.6200	Buildings-Public Works Admin Roof	56,398.00
301-8110-580.6200	Roofs Contingency	6,850.00
407-8110-580.6200	Buildings-MCC#1 Roof	3,000.00
407-8110-580.6200	Roofs Contingency	26,253.00
	Total	113,501.00 (Rounded to \$100's)

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

The Bid for various roof replacements came in less than budget for some buildings and greater than budget for others. The City Hall roof bid was \$84,248 lower than anticipated. Since the Public Works building serves as the administrative offices for Public Works and Utilities it is appropriate to split the funding of the roof between the General Governmental Capital projects fund (301) and the Water and Sewer R&R fund (407). Also this change will allow for the funding of additional costs for the Dog Fanciers building of \$21,000 from the Capital projects fund (301) and provide for a \$6,850 contingency for possible additional decking costs. In addition the split funding of the Public Works admin. building roof provides the additional \$3,000 needed for the MCC#1 roof. After changes described above \$26,253 remains as a contingency in the WS R&R fund (407) for any unforeseen costs related to the roofing projects.

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

Management Approvals

Antoine A Khoury 5/21/19
 Department Head Signature Date

 City Manager Signature Date

For Finance Use Only

Step 1: Finance Review

[Signature] 5/21/19
 Finance Director Signature Date

Step 2: Budget Adjustment Entry

Funds are available for this request?

☐ Yes ☐ No

[Signature]
 Employee Signature

5-22-2019
 Date

HTE Group #



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

9.2

**City Commission
Resolution**

MEETING DATE: May 28, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approve and Award the Agreement with Spatco Energy Solutions as the Lowest Responsive/Responsible Bidder to Construct a 12,000 Diesel Fuel Tank and Abandon in Place the Existing Fuel Tank; Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-31
APPLICANT:
PLANNER:

DISCUSSION:

The City has issued an Invitation to Bid (ITB) to seek a qualified fuel tank installer to replace a 12,000 gallon fuel tank located at 435 LPGA Blvd, 32117 in Holly Hill Florida. The solicitation was ITB 19-PW-13 for replacement of a 12,000 gallon fuel tank and Two Contractors submitted qualifications and costs.

1. SPACTO Energy Solutions
2. Evans Plumbing Inc. (DBA EPI Construction Inc.)

The Evaluation Committee met on Monday, April 22, 2019 and 11:00 a.m. in a properly noticed public meeting and reviewed the qualification of the submitting firms. This was an ITB and therefore the award should go to the lowest most responsive and qualified bidder.

1. SPACTO Energy Solutions \$180,209.94
2. Evans Plumbing Inc. (DBA EPI Construction Inc.) \$225,000.00

The Evaluation Committee reviewed and found that SPACTO Energy Solutions is the lowest most responsive bidder.

FISCAL ANALYSIS:

The attached Budget Amendment Request BAR is to establish funding for this project.

STAFF RECOMMENDATION:

Staff recommends Commission approve and award the contract to SPACTO Energy Solutions for ITB 19-PW-13 as the lowest responsive/responsible bidder and authorize the City Manager to execute the agreement.

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:

Authorize the City Manager to issue a purchase order to SPACTO Energy Solutions per the terms and conditions of ITB 19-PW-13 in an amount not to exceed \$180,209.94.

ATTACHMENTS:

- ITB_19-PW-13-Scan-SP (PDF)
- ITB-19-pw13- EPI Construction, Inc. (PDF)
- Fuel Tank BAR (PDF)
- BA Request form-WS 407 Fund 05 21 2019 (signed) (PDF)

Resolution No. 2019-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVE AND AWARD THE AGREEMENT WITH SPATCO ENERGY SOLUTIONS AS THE LOWEST RESPONSIVE/RESPONSIBLE BIDDER TO CONSTRUCT A 12,000 DIESEL FUEL TANK AND ABANDON IN PLACE THE EXISTING FUEL TANK; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVE AND AWARD THE AGREEMENT WITH SPATCO ENERGY SOLUTIONS AS THE LOWEST RESPONSIVE/RESPONSIBLE BIDDER TO CONSTRUCT A 12,000 DIESEL FUEL TANK AND ABANDON IN PLACE THE EXISTING FUEL TANK; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has advertised for the construction of a new diesel fuel tank at the public works yard; and

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

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

WHEREAS, the Evaluation Committee unanimously found SPATCO Energy Solutions to be the lowest and most responsive bidder.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with SPATCO Energy Solutions to complete the construction of a 12,000 gallon diesel tank at the public works yard.

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

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

APPROVED AND AUTHENTICATED on this 28th day of May, 2019.

PROPOSER CHECK LIST

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

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

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

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

- ☐ The mailing envelope must be sealed and marked with Invitation to Bid Number "ITB 19-PW-13", Proposal Title "FUEL TANK REPLACEMENT" and "Due Date November 30, 2018 @ 10:00 am".
- ☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

SPATCO Energy Solutions
Company

Dale Jessup
Authorized Signature

Dale Jessup Installation mgv.
Printed Name & Title

dale.jessup@spatco.com
Email

435 Cassat Ave
Address

Jacksonville FL 32259
City, State, Zip Code

904 388 7571
Telephone No.

904 389 1864
Fax No.

**CONTRACTOR AGREEMENT
FUEL TANK REPLACEMENT
Invitation to Bid (ITB) #19-PW-13**

THIS AGREEMENT is made and entered into this 14th day of May, 2019, by and between Southern Pump & Tank Co LLC DBA SPATCO Energy Solutions, duly authorized to conduct business in the State of Florida and whose address is 435 Cassat Ave Jacksonville FL hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB # 19-PW-13), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for one hundred and eighty (180 days) from the date of award.

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

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

For City:

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

For Contractor:

Dale Jessup, Installation ~~Mgr~~ (Name, Title)
SPATCO Energy Solutions. (Company)
435 Cassat Ave (Address)
Jacksonville FL 32254 (City, State, Zip)
904 388 7571 (Phone)

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

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

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

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

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

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

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

WITNESSES:

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

WITNESSES:

FIRMS

By: _____
_____, _____

Dated: _____

Attachments: A. ITB # 19-PW-13

B. Firm Response to ITB

Approved by the City Commission of the City of Holly Hill at a meeting held on this 14th day of May, 2019 under Agenda Item No. _____.

CONFLICT OF INTEREST AFFIDAVIT

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

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

SPATCO Energy Solutions
Company

435 CASSAT Ave
Address

[Signature]
Authorized Signature

Jacksonville FL 32254
City, State, Zip Code

James Nadeau Sales Manager.
Printed Name & Title

904 388 7571
Telephone No.

James.Nadeau@SPATCO.com
Email

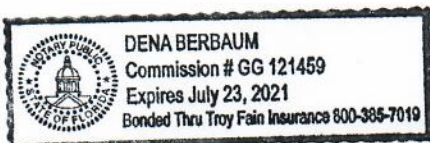
904-389-1864
Fax No.

State of Florida
City of Duval

SUBSCRIBED AND SWORN to before me this 15 day of April, 2019, by
James Nadeau, who is personally known to me to be the
Sales Manager for the Firm, OR who produced the following
identification: Personally Known.

Dena Berbaum

Notary Public



My Commission Expires: 7-23-2021

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
50%	ENMARKET 335, SAVANNAH, GA	\$ 441,365
40%	(K) 2745100 WOODBINE, GA	\$ 159,018
AWARDED	(K) 2722291 St. AUGUSTINE, FL	\$ 311,067

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

RYDER TRUCK LC-0628	TALLAHASSEE	\$ 211,165
ENMARKET 820	Port Wentworth, GA	\$ 1,152,549

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

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

☐ Yes ☒ No

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

FEES:

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

\$ 0 Total Fees for work done on all City projects

REFERENCES:Bank(s) Maintaining Account(s): MidFirst BankSurety/Underwriter: (if required) Scott Insurance Company

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

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

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☒ Other: Please list: LLC P

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

Spatco Energy Solutions

Company

Heather R. Wasserman
Authorized Signature

Heather R. Wasserman
Printed Name & Title Director of Credit Collections
spatcoar@spatco.com

Email

PO Box 105328

Address

Atlanta GA 30348-5328

City, State, Zip Code

704-596-4373

Telephone No.

704-599-7700

Fax No.

DECLARATION STATEMENT

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

RE: ITB NO. 19-PW-13 "FUEL TANK REPLACEMENT"

Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **ITB # 19-PW-13**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 15 day of APRIL, 2019 in the City of Jacksonville, in the State of FL.

SPATIO Energy Solutions
Company

[Signature]
Authorized Signature

James Nadeau SALE MANAGER.
Printed Name & Title

James.nadeau@SPATIO.COM
Email

435 CASSAT AVE
Address

Jacksonville FL 32254
City, State, Zip Code

904-388-7571
Telephone No.

904-389-1864
Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	<u>Bodily Injury & Property Damage</u> <u>\$1,000,000</u> single limit per occurrence
☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.	
This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.	
☒ 4. Automobile Liability	<u>\$ 500,000</u> Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	<u>\$ 1,000,000</u> Per Occurrence
☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.	
☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.	
☒ 8. The City of Holly Hill must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.	

INSURANCE REQUIREMENTS (Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **ITB** Number and **FUEL TANK REPLACEMENT**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

SPATCO Energy Solutions
Company

8303 University Executive Park Dr
Address Suite 400

Heather K Wasserman
Authorized Signature

Charlotte NC 28262
City, State, Zip Code

Heather K. Wasserman
Printed Name & Title Director of Credit & Collections

(704) 599-7644
Telephone No.

heather.wasserman@gmail.com
Email

(704) 599-7700
Fax No.

Scott Insurance
Insurance Agency

Andrew Chambers
Signature of Proposer's Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒ YES
☐ NO

SPATCO Energy Solutions
 Company

Sandy Samways
 Authorized Signature

Sandy Samways VP of HR
 Printed Name & Title

Sandy.Samways@spatco.com
 Email

8303 University Executive Park Dr. Suite 400
 Address

Charlotte NC 28262
 City, State, Zip Code

(704) 599-7031
 Telephone No.

(704) 599-7000
 Fax No.

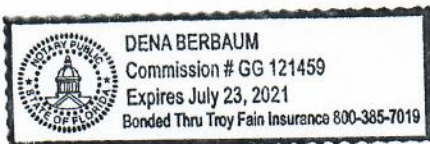
NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FLCounty of DUVALJames Nadeau, being first duly sworn, deposes and says that:He/she is SALES manager of SPATIO Energy Solutions Proposer that has submitted the attached Qualification;

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

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

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

SPATIO Energy Solutions
CompanyJames Nadeau
Authorized SignatureJames Nadeau SALE MANAGER.
Printed Name & TitleJames.nadeau@SPATIO.COM
Email435 CASSAT AVE
AddressJacksonville FL 32254
City, State, Zip Code904-388-7571
Telephone No.904 388-1864
Fax No.Subscribed and sworn to before me this 15 day of April, 2019Dena Berbaum
Office Manager
TitleMy Commission Expires: 7-23-2021

ACKNOWLEDGEMENTS
ITB # 19-PW-13 FUEL TANK REPLACEMENT

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

SPATCO Energy Solutions
 From : Insert Information "Contractor"

The Contractor agrees to provide FUEL TANK REPLACEMENT as defined in this Invitation to Bids document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the FUEL TANK REPLACEMENT called for by the ITB documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

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

Contractor shall guarantee FUEL TANK REPLACEMENT within _____ calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

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

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

By: Heather R Wasserman / Heather R Wasserman
Director of Credit (Signature) (Print name)

Address: 8303 University Executive Park Dr. Suite 400
Charlotte NC 28262

Telephone: (704) 599-7644 Fax: (704) 599-7700

Taxpayer Identification Number (TIN): 20-4366786

CORPORATION

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

Address: _____

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

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

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

Company Name: SPATIO Energy Solutions

Authorized representative (printed): James Nadeau

Authorized representative (signature): [Signature]

Project Number: **ITB # 19-PW-13**

Date: 4-15-19

REFERENCES FORM

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

1. Name of Company: ST Johns County Board of County Commissioners
 Address: 2760 Industry Center Rd, ST Aug FL 32084
 Point of Contact: Jeff Nordsiek
 Phone #: 904-669-5224 Email address: jnordsiek@sjcfl.us
 Service(s) Provided: Petroleum Maintenance
 Dates of Service: MARCH/APRIL 2019
2. Name of Company: Putnam County Sheriff's Office
 Address: 130 Orin Griffin Blvd, Palatka FL 32177
 Point of Contact: Joe Clark
 Phone #: 386-326-2873 Email address: jclark@putnamsherffl.org
 Service(s) Provided: Fleet Fuel Management.
MARCH 2019
 Dates of Service: _____
3. Name of Company: ENMARKET STATIONS
 Address: P.O. BOX 728, SAVANNAH, GA 31402 (2112 RANKIN ST.)
 Point of Contact: BRYANT SCOGGINS
 Phone #: 912 236-1331 Email address: b.scoggins@enmarket.com
 Service(s) Provided: GAS STATION/ TRUCK STOP TANKS, Pits, Equipment Removal/INSTALL
 Dates of Service: JULY 2018 — CURRENT
4. Name of Company: MANSFIELD OIL
 Address: 1025 AIRPORT PKWY, GAINESVILLE, GA
 Point of Contact: JOHN BOYD
 Phone #: 678 897-0746 Email address: jboyd@mansfieldoil.com
 Service(s) Provided: RDR ASST/UST, Piping & CONTAINMENT
 Dates of Service: AUGUST, 2017 - CURRENT

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

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill
by James Nadeau Sales Manager
(Print Individual's Name and Title)
for SPATIO Energy Solutions
(Print Name of Entity Submitting Sworn Statement)
whose business is Petroleum SALES - SERVICE + INSTALLATION.

- and (if applicable) its Federal Employer Identification Number (FEIN) is 20-4366786
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

James Nadeau
(Signature)

Sworn and subscribed before me this 15 day of April, 2019.

Personally known _____

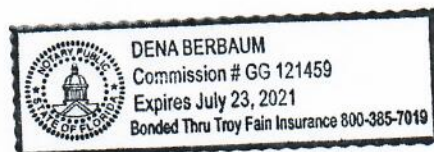
Dena Berbaum
(Notary)

OR produced identification _____

Notary Public State of Florida

Personally Known
(Type of Identification)

My commission expires: 7-23-2021



VENDOR INFORMATION

Vendor is:

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

Federal Employer Identification Number: 20-4366786Firm Name: SPATCO Energy SolutionsMailing Address: PO Box 105328, Atlanta GA 30348Telephone No.: 904-388-7571 Fax No.: 904-389-1864Email Address: James.nadeau@spatco.com Web Address: www.spatco.com

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

Firm Name: SPATCO Energy SolutionRemittance Address: 435 CASSAT AVE
Jacksonville FL 32254Submitted by: James NadeauName & Title Printed: James Nadeau SALE MANAGER.

PROPOSAL PRICING FORM
ITB 19-PW-13
FUEL TANK REPLACEMENT

Bid to Abandon in Place and Install a 9,000 or 12,000 gallons Above Ground Fuel Tank

Tank Cleaning For a 12000 Gallons				
Unit Item	Units	Estimated Time/Gallons	Unit Cost	Total Price
Vacuum Truck	Per Hour	10	140.74	\$ 1,407.40 -
Service Tech and Truck	Per Hour	10	118.52	\$ 1,185.20 -
Butterworth Unit	Per Day	1	1,049.38	\$ 1,049.38 -
P C W Waters	Gallon	500	0.43	\$ 215.00 -
PPE	Per Man	2	37.04	\$ 74.08 -
Degreaser / Soaps	Gallon	4	43.21	\$ 43.21 -
Total Cleaning Cost				\$3,974.27 -
Foam Fill Underground Storage Tank to Be Abandoned in Place				
Foam Fill Underground Tank	Gallons	12,000		\$ 4,104.94 -
Supply and Install 12,000 or 9,000 Gallon Single Compartment Aboveground Fuel Storage Tank				
Option 1: Supply and Install a 12000 Gallon Fuel Storage Tank meeting the specs listed in the Scope using the existing slab				\$ 171,638.52
Option 2: Supply and Install a 12000 Gallon Fuel Storage Tank meeting the specs listed in the Scope with a new concrete slab				\$ 172,130.73
Total Price with Option 1 (Cleaning + Foam Fill + Option 1)				\$179,717.73 -
Total Price with Option 2 (Cleaning + Foam Fill +Option 2)				\$180,209.94 -
Option 3: Supply and Install a 9,000 Gallon Fuel Storage Tank meeting the specs listed in the Scope using the existing slab				\$ 163,211.89
Option 4: Supply and Install a 9,000 Gallon Fuel Storage Tank meeting the specs listed in the Scope with a new concrete slab				\$ 162,811.17
Total Price with Option 3 (Cleaning + Foam Fill + Option 3)				\$ 171,291.10 -
Total Price with Option 4 (Cleaning + Foam Fill + Option 4)				\$170,890.38 -
Please Spell Out the Total Cost of Option 1:		One hundred seventy-nine, seven hundred seventeen dollars & seventy-three cents \$ -		
Please Spell Out the Total Cost of Option 2:		One hundred eighty thousand, two hundred nine dollars & ninety-four cents \$ -		
Please Spell Out the Total Cost of Option 3:		One hundred seventy-one thousand, two hundred ninety-one dollars & ten cents \$ -		
Please Spell Out the Total Cost of Option 4:		One hundred seventy thousand dollars, eight hundred ninety dollars & thirty-eight cents \$ -		

Total price for the abandonment, preparation, construction and installation of the Fuel Tank Replacement
 ITB 19-PW-13 Fuel Tank Replacement

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

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

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

James Nadeau
Authorized Signature

James Nadeau Sales Manager
Printed Name & Title

SPATIO Energy Solutions
Company

4-15-19
Date

435 CASSATAVE
Address

Jacksonville FL 32254
City, State, Zip Code

904-388-7571
Telephone No.

James.nadeau@spatio.com
Email Address.

Form

W-9(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**

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

SOUTHERN PUMP AND TANK COMPANY LLC

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

SPATCO ENERGY SOLUTIONS3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.☐ Individual/sole proprietor or single-member LLC☐ C Corporation☐ S Corporation☐ Partnership☐ Trust/estate☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P****Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

PO BOX 105328

Requester's name and address (optional)

6 City, state, and ZIP code

ATLANTA GA 30348-5328

7 List account number(s) here (optional)

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

Social security number

[] [] [] - [] [] [] - [] [] []

or

Employer identification number

2 0 - 4 3 6 6 7 8 6

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

Under penalties of perjury, I certify that:

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

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

Date ►

1-11-19

General Instructions

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

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

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

- Form 1099-INT (interest earned or paid)

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2019

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

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

PRODUCER Scott Insurance - Charlotte 521 E. Morehead Street Suite 300 Charlotte NC 28202		CONTACT NAME: Joanna Wilder PHONE (A/C, No, Ext): 704-644-7908 FAX (A/C, No): 434-455-7821 E-MAIL: jwilder@scottins.com ADDRESS: jwilder@scottins.com															
INSURED SOUTPUM-01 Southern Pump & Tank Company, LLC dba SPATCO Energy Solutions 8303 University Executive Park Drive Suite 400 Charlotte NC 28262		INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Westchester Surplus Lines Insurance Company</td> <td>10172</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Company of America (A++)</td> <td>25666</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Company of America (A+)</td> <td>25674</td> </tr> <tr> <td>INSURER D: The Phoenix Insurance Company (A++)</td> <td>25623</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A: Westchester Surplus Lines Insurance Company	10172	INSURER B: The Travelers Indemnity Company of America (A++)	25666	INSURER C: Travelers Property Casualty Company of America (A+)	25674	INSURER D: The Phoenix Insurance Company (A++)	25623	INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 1502270006

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 ☒ Pollution Liab ☒ Prof Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		G24221003 008	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			810 6J529714	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 50			G24221015 008	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	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	UB00-6J533924	8/1/2018	8/1/2019	☒ 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
B C	Auto Physical Damage Equip/Installation Floater			810 6J529714 630-6J538249-TIL-18	8/1/2018 8/1/2018	8/1/2019 8/1/2019	Comprehensive Ded 1,000 Collision Ded 1,000 Installation Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Holly Hill is an additional insured as respects General Liability, if required by written contract. 30 day notice of cancellation will be provided to the certificate holder except for nonpayment of premium.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

PROPOSER CHECK LIST

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

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

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

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

- ☒ The **mailing envelope must be sealed and marked** with Invitation to Bid Number "ITB 19-PW-13", Proposal Title "FUEL TANK REPLACEMENT" and "Due Date November 30, 2018 @ 10:00 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

Evans Plumbing Inc. (DBA: EPI Construction Inc.)

Company


Authorized Signature

Tim A. Evans Sr. President

Printed Name & Title

TimEvans.EPI@gmail.com

Email

23808 SW 30Th Ave

Address

Newberry, FL 32669

City, State, Zip Code

(833)374-8265

Telephone No.

(352)354-9187

Fax No.

**CONTRACTOR AGREEMENT
FUEL TANK REPLACEMENT
Invitation to Bid (ITB) #19-PW-13**

THIS AGREEMENT is made and entered into this 14th day of May, 2019, by and between Evans Plumbing Inc. (DBA: EPI Construction Inc.), duly authorized to conduct business in the State of Florida and whose address is 23808 SW 30Th Ave Newberry, FL 32669, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB # 19-PW-13), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for one hundred and eighty (180 days) from the date of award.

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

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

For City:

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

For Contractor:

Tim A. Evans Sr., President (Name, Title)
Evans Plumbing Inc. (DBA: EPI Construction Inc.) (Company)
23808 SW 30Th Ave (Address)
Newberry, FL 32669 (City, State, Zip)
(833)374-8265 (Phone)

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

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

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

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

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

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

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

WITNESSES:

Sheree E. Jancy

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

WITNESSES:

Kimberly McGeed

FIRMS

By: EPI Construction, Inc

Dated: 4/17/19

Sheree E. Jancy

Attachments: A. ITB # 19-PW-13

B. Firm Response to ITB

Approved by the City Commission of the City of Holly Hill at a meeting held on this 14th day of May, 2019 under Agenda Item No. _____.

Attachment: ITB-19-pw13- EPI Construction, Inc. (2019-R-31 : 19-PW-13 12,000 Gallon Fuel Tank Replacement Contractor Recommendation)

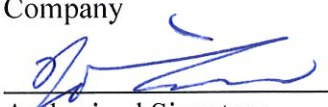
CONFLICT OF INTEREST AFFIDAVIT

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

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

Evans Plumbing Inc. (DBA: EPI Construction)

Company


Authorized Signature

Tim A. Evans Sr. President

Printed Name & Title

TimEvans.EPI@gmail.com

Email

23808 SW 30Th Ave

Address

Newberry, FL 32669

City, State, Zip Code

(833)374-8265

Telephone No.

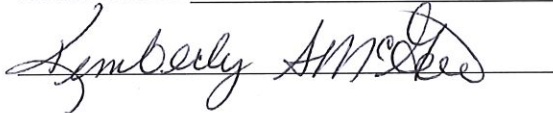
(352)354-9187

Fax No.

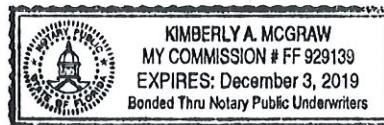
State of Florida

City of Alachua

SUBSCRIBED AND SWORN to before me this 17 day of April, 2019, by
Timothy Evans, who is personally known to me to be the
owner for the Firm, OR who produced the following
identification: _____.



Notary Public



My Commission Expires: 12-3-19

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
50%	East Pasco County	\$ \$404,000
100%	Great Bay Distributors	\$ 359,000
100%	Watson Construction	\$ 97,250

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

Charlotte County

Orange County Fire Department

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

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

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

FEES:

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

\$ 0 Total Fees for work done on all City projects

REFERENCES:Bank(s) Maintaining Account(s): Capital City Bank (352)472-995024202 W Newberry Rd Suite F Newberry, FL 32669

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

Werts Welding (800)851-4452 - Emily Carlton**TYPE OF FIRM:**

☒ Corporation/Years in Business: 16. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

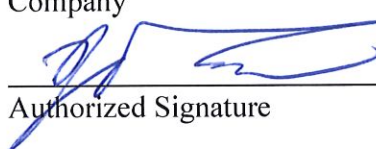
Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended,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

Evans Plumbing Inc. (DBA: EPI Construction)

Company

23808 SW 30Th Ave

Address



Authorized Signature
Newberry, FL 32669

City, State, Zip Code

Tim A. Evans Sr. President

Printed Name & Title

(833)374-8265

Telephone No.

TimEvans.EPI@gmail.com

Email

(352)354-9187

Fax No.

DECLARATION STATEMENT

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

RE: ITB NO. 19-PW-13 "FUEL TANK REPLACEMENT"

Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **ITB # 19-PW-13**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 17 day of April, 2019 in the City of Newberry, in the State of Florida.

Evans Plumbing Inc. (DBA: EPI Construction)

Company


Authorized Signature

Tim A. Evans Sr. President

Printed Name & Title

TimEvans.EPI@gmail.com

Email

23808 SW 30Th Ave

Address

Newberry, FL 32669

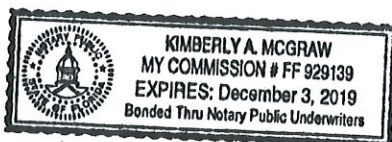
City, State, Zip Code

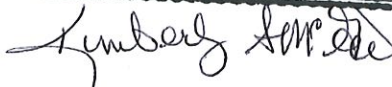
(833)374-8265

Telephone No.

(352)354-9187

Fax No.





ITB 19-PW-13 Fuel Tank Replacement

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

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

\$1,000,000 single limit per
occurrence |

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

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

- | | |
|--|---|
| ☒ 4. Automobile Liability | \$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
- ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.
- ☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS (Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **ITB Number** and **FUEL TANK REPLACEMENT**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

*See certificate
next page*



EVANPLU-02

TJOHNSON3

DATE (MM/DD/YYYY)

4/17/2019

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002		FAX (A/C, No): (352) 376-8393
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Owners Insurance Company		32700
	INSURER B : Bridgefield Casualty Insurance Company		10335
	INSURER C :		
INSURED Evans Plumbing, Inc dba EPI Construction 23808 SW 30th Ave Newberry, FL 32669	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			4912914000	9/1/2018	9/1/2019	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE 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	N/A	0196-43276-0	6/5/2018	6/5/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



EVANS-1

9.2.b

OP ID: RG

DATE (MM/DD/YYYY)

04/17/2019

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Monroe & Monroe Insurance Agency, Ltd. 2921 Galleria Dr., Suite 102 Arlington, TX 76011 Jim Beam, CIC		817-640-5035		CONTACT NAME: Jim Beam, CIC PHONE (A/C, No, Ext): 817-640-5035 FAX (A/C, No): 817-640-0131 E-MAIL ADDRESS:	
INSURED Evans Plumbing Inc dba E.P.I. Construction, Inc 23808 SW 30th Ave Newberry, FL 32669				INSURER(S) AFFORDING COVERAGE INSURER A : Mid-Continent Casualty Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
				NAIC # 23418	

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			04GL1004318	09/12/2018	09/12/2019	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,00
A	☒ Pollution Liab			04GL1004318	09/12/2018	09/12/2019	MED EXP (Any one person) \$
A	☒ Professional Liab			04GL1004318	09/12/2018	09/12/2019	PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:						
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB	☒ OCCUR ☐ CLAIMS-MADE		04XS206431	09/12/2018	09/12/2019	EACH OCCURRENCE \$ 5,000,00 AGGREGATE \$ 5,000,00
	DED ☒ RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: ITB 19-PW Fuel Tank Replacement. The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to The City of Holly Hill only when there is a written "insured contract" as defined by the policy, between the named insured and the certificate holder that requires such status. ** see notes **

CERTIFICATE HOLDER

CANCELLATION

CITY OF HOLLY HILL City of Holly Hill 1065 Ridgewood Ave. Holly Hill, FL 32117	CHOLLYH 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 <i>C. Monroe</i>
--	---

NOTEPAD:

HOLDER CODE CHOLLYH
INSURED'S NAME Evans Plumbing Inc

EVANS-1
OP ID: RG

PAGE 2
Date 04/17/2019

The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder.

Attachment: ITB-19-pw13- EPI Construction, Inc. (2019-R-31 : 19-PW-13 12,000 Gallon Fuel Tank Replacement Contractor Recommendation)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

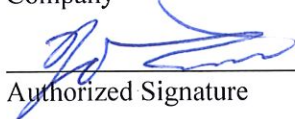
- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees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

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

☐ YES
☒ NO

Evans Plumbing Inc. (DBA: EPI Construction)

Company



Authorized Signature

Tim A. Evans Sr. President
 Printed Name & Title

TimEvans.EPI@gmail.com
 Email

23808 SW 30Th Ave

Address

Newberry, FL 32669

City, State, Zip Code

(833)374-8265

Telephone No.

(352)354-9187

Fax No.

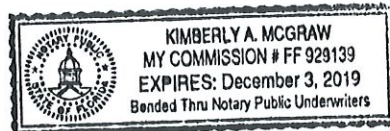
NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FloridaCounty of AlachuaTimothy A Evans Sr, being first duly sworn, deposes and says that:He/she is President of Evans Plumbing Inc Proposer that has submitted the attached Qualification;

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

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

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

Evans Plumbing Inc
Company23808 SW 30th Ave
Address[Signature]
Authorized SignatureNewberry, FL 32669
City, State, Zip CodeTim Evans President
Printed Name & Title(833) 374-8265
Telephone No.TimEvans.epi@gmail.com
Email(352) 354-9187
Fax No.Subscribed and sworn to before me this 17 day of April, 2019.[Signature]
Kimberly A McGraw
TitleMy Commission Expires: 12-3-19

ACKNOWLEDGEMENTS
ITB # 19-PW-13 FUEL TANK REPLACEMENT

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

Evans Plumbing Inc. (DBA: EPI Construction Inc.)

From : Insert Information "Contractor"

The Contractor agrees to provide **FUEL TANK REPLACEMENT** as defined in this Invitation to Bids document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the **FUEL TANK REPLACEMENT** called for by the ITB documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

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

Contractor shall guarantee **FUEL TANK REPLACEMENT** within 200 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 17 day of 4, 2019
 (Month) (Year)

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

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

Address: _____

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

Taxpayer Identification Number (TIN): _____

CORPORATION

By:  / Timothy A. Evans Sr.
(Signature) (Print name)

Address: _____ 23808 SW 30Th Ave

Newberry, FL 32669

Telephone: (833) 374-8265 Fax: (352) 354-9187

Taxpayer Identification Number (TIN/EIN): 20-0207501

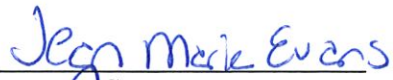
State Under Which Corporation Was Chartered:
Florida

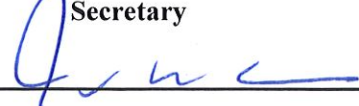
Corporate President: Tim A. Evans Sr.
(Print Name)

Corporate Secretary: Jean Evans
(Print Name)

Corporate Treasurer: Jean Evans
(Print Name)

CORPORATE SEAL

Attest By: 
Secretary

Signature:  Date: 4/17/19

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

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

Company Name: Evans Plumbing Inc. (DBA: EPI Construction)

Authorized representative (printed): Timothy A. Evans Sr.

Authorized representative (signature): 

Project Number: ITB # 19-PW-13

Date: 4/17/19

REFERENCES FORM

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

1. Name of Company: Great Bay Distributors
 Address: Holiday, FL
 Point of Contact: Micheal Coleman
 Phone #: (727)584-8626 Email address: mikecoleman@greatbaybud.com
 Service(s) Provided: Replace tank, dispensers, fuel management, and take gauge

 Dates of Service: _____

2. Name of Company: Watson Construction
 Address: Newberry, FL
 Point of Contact: Justin Walsh
 Phone #: (352)472-9157 Email address: jwalsh@watsonconstruction.com
 Service(s) Provided: Replace tanks, new piping, and new dispensers

 Dates of Service: 4/2018

3. Name of Company: Preferred Materials
 Address: Lutz, FL
 Point of Contact: Darryl Fales
 Phone #: (239)992-1400 Email address: dfales@preferredmaterials.com
 Service(s) Provided: Replace dispensers, piping

 Dates of Service: 4/2018

4. Name of Company: CWR Contracting, Inc.
 Address: Tallahassee, FL
 Point of Contact: Sammy Hanna
 Phone #: (850)545-4702 Email address: shanna@cwrcontracting.com
 Service(s) Provided: Install new fuel managment system and assisted with site setup

 Dates of Service: 3/2018

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

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

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

by Tim A. Evans Sr. President

(Print Individual's Name and Title)

for Evans Plumbing Inc. (DBA: EPI Construction Inc.)

(Print Name of Entity Submitting Sworn Statement)

whose business is Petroleum

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-0207501

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

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

[Signature]
(Signature)

Sworn and subscribed before me this 17 day of April, 2019.

Personally known yes

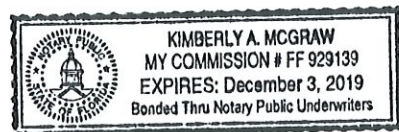
[Signature]
(Notary)

OR produced identification _____

Notary Public State of Florida

(Type of Identification)

My commission expires: 12-3-19



VENDOR INFORMATION

Vendor is:

- (X) Corporation
 () Partnership
 () Sole Proprietorship
 () Other _____ (Explain)

Federal Employer Identification Number: 20-0207501

Firm Name: Evans Plumbing Inc. (DBA: EPI Construction)

Mailing Address: 23808 SW 30Th Ave Newberry, FL 32669

Telephone No.: (833)374-8265 Fax No.: (352)354-9187

Email Address: office.epi@icloud.com Web Address: https://epi.construction

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

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: Timohy A. Evans Sr. President

PROPOSAL PRICING FORM
ITB 19-PW-13
FUEL TANK REPLACEMENT

Bid to Abandon in Place and Install a 9,000 or 12,000 gallons Above Ground Fuel Tank

Tank Cleaning For a 12000 Gallons				
Unit Item	Units	Estimated Time/Gallons	Unit Cost	Total Price
Vacuum Truck	Per Hour	10	114	\$ 1140 -
Service Tech and Truck	Per Hour	10	96	\$ 960 -
Butterworth Unit	Per Day	1	850	\$ 850 -
P C W Waters	Gallon	500	.35	\$ 175 -
PPE	Per Man	2	30	\$ 60 -
Degreaser / Soaps	Gallon	4	35	\$ 140 -
Total Cleaning Cost				\$ 3,325 -
Foam Fill Underground Storage Tank to Be Abandoned in Place				
Foam Fill Underground Tank	Gallons	12,000	.50	\$ 6,000 -
Supply and Install 12,000 or 9,000 Gallon Single Compartment Aboveground Fuel Storage Tank				
Option 1: Supply and Install a 12000 Gallon Fuel Storage Tank meeting the specs listed in the Scope using the existing slab				\$ no bid existing slab will not work
Option 2: Supply and Install a 12000 Gallon Fuel Storage Tank meeting the specs listed in the Scope with a new concrete slab				\$ 215,675 -
Total Price with Option 1 (Cleaning + Foam Fill + Option 1)				\$ No bid -
Total Price with Option 2 (Cleaning + Foam Fill + Option 2)				\$ 225,000 -
Option 3: Supply and Install a 9,000 Gallon Fuel Storage Tank meeting the specs listed in the Scope using the existing slab				\$ No bid -
Option 4: Supply and Install a 9,000 Gallon Fuel Storage Tank meeting the specs listed in the Scope with a new concrete slab				\$ 210,575 -
Total Price with Option 3 (Cleaning + Foam Fill + Option 3)				\$ No bid -
Total Price with Option 4 (Cleaning + Foam Fill + Option 4)				\$ 219,900 -
Please Spell Out the Total Cost of Option 1:	\$ No Bid -			
Please Spell Out the Total Cost of Option 2:	\$ Two Hundred Twenty Five Thousand -			
Please Spell Out the Total Cost of Option 3:	\$ No Bid -			
Please Spell Out the Total Cost of Option 4:	\$ Two Hundred Nineteen Thousand Nine Hundred			

Total price for the abandonment, preparation, construction and installation of the Fuel Tank Replacement

ITB 19-PW-13 Fuel Tank Replacement

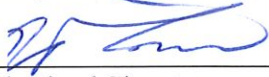
35

Attachment: ITB-19-pw13- EPI Construction, Inc. (2019-R-31 : 19-PW-13 12,000 Gallon Fuel Tank Replacement Contractor Recommendation)

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

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

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.



Authorized Signature

Tim A. Evans Sr. President
Printed Name & Title

Evans Plumbing Inc. (DBA: EPI Construction Inc.)
Company

Date

4/17/19

23808 SW 30Th Ave

Address

Newberry, FL 32669

City, State, Zip Code

(833)374-8265

Telephone No.

TimEvans.EPI@gmail.com

Email Address.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Evans Plumbing Inc. (DBA: EPI Construction Inc.)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

23808 SW 30Th Ave

City, state, and ZIP code

Newberry, FL 32669

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

20 : 0207501

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Cat. No. 10231X

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

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2018-2019

Requesting Department	ACCOUNT DESCRIPTION:	Date
Public Works		5/8/2019
TAKE FUNDS FROM ACCOUNT NUMBER:		AMOUNT (Round to \$100's)
407-8110-580-6300	Sandblast, paint and Metal Repair of DAF Unit	125,000.00
407-8110-580-6300	Equalization Tank Mixer	75,000.00
	Total	200,000.00 (Rounded to \$100's)
ADD FUNDS TO ACCOUNT NUMBER:		
407-8110-580-6300	Replace Diesel Tank that will be servicing the generator serving the wastewater/water plants	200,000.00
	Total	200,000.00 (Rounded to \$100's)

Purpose of Transfer: (include as much detail as possible) The Funding for the Fuel Tank Replacement will be accomplished by eliminating two of our capital projects. One project, the DAF unit repair (\$125,000 budget) was completed by our staff without going out to bid, while using the repair and maintenance account for parts and supplies for the repair. Therefore, we will be able to use these funds for Waste water Portion of the Tank Construction which is 60% of the cost. Also the Capital project to design and construct 4 mixers to improve the oxygen contents to reduce the amount of the Nitrogen in the effluent to comply with DEP requirement, is not needed because we were able to accomplish that (reduction of Nitrogen) with the use of a MICRO-C chemical (plant based additive (Sea Weed)).

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

----- Management Approvals -----		
<i>Antoine J Khoury</i>	5-8-2019	
Department Head Signature	Date	
City Manager Signature	Date	
----- For Finance Use Only -----		
Step 1: Finance Review		
<i>J. L. L...</i>	5/21/19	
Finance Director Signature	Date	
Step 2: Budget Adjustment Entry		
Funds are available for this request?	☐ Yes ☐ No	
<i>Joseph L. L...</i>	5-21-2019	HTE Group #
Employee Signature	Date	

Attachment: Fuel Tank BAR (2019-R-31 : 19-PW-13 12,000 Gallon Fuel Tank Replacement Contractor Recommendation)

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2018-2019

Requesting Department		Date
Public works		5/21/2019
TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT (Round to \$100's)
407-0000-381.0400	Transfer from WS Fund 407	60,000.00
	Total	60,000.00
		(Rounded to \$100's)
ADD FUNDS TO ACCOUNT NUMBER:		
407-0000-389.1000	Prior Year Carryover Reserve Fund 407	60,000.00
	Total	60,000.00
		(Rounded to \$100's)

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

Water and Sewer is requesting operating expenditures of \$60,000 in the WS fund 400 for cleaning of the BTU#2. The request is being funding by reducing the transfer from the WS operating fund 400 to the WS R&R fund 407. This will leave a revenue shortfall of \$60,000 in the WS R&R fund for the fuel tank project for this fiscal year. There is sufficient reserves in the 407 WS R&R fund to fund the fuel tank from reserves. This budget Amendment moves anticipated revenues to align the budget for the request.

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

----- Management Approvals -----		
<i>Antoine A Khoury</i>	5/21/19	
Department Head Signature	Date	
City Manager Signature	Date	
----- For Finance Use Only -----		
Step 1: Finance Review		
<i>J. Sene</i>	5/21/19	
Finance Director Signature	Date	
Step 2: Budget Adjustment Entry		
Funds are available for this request?	☐ Yes ☐ No	
<i>[Signature]</i>	5-22-2019	HTE Group #
Employee Signature	Date	



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

**City Commission
Resolution**

9.3

MEETING DATE: May 28, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with US Submergent Technologies to Perform Cleaning of BTU #2 Unit at the Waste Water Treatment Plant; Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-32
APPLICANT:
PLANNER:

DISCUSSION:

The City has issued an Invitation to Bid (ITB) to clean the BTU#2 (Biological Treatment Unit) to seek a qualified contractor to complete the task at the Wastewater Plant at 453 LPGA Blvd. The solicitation was BID#19-WW-11. Only one contractor submitted qualifications and costs.

1. US Submergent Technologies

This was an BID and therefore, the award should go to the lowest most responsive and qualified proposer.

US Submergent Technologies

FISCAL ANALYSIS:

This is not a budgeted capital project and the funds will be made available via a Budget Resolution and a Budget Amendment Request as part of this award.

STAFF RECOMMENDATION:

Staff recommends that the City Commission authorize the City Manager to issue a Purchase Order to US Submergent Technologies for BID# 19-WW-12.

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:

Authorize the City Manager to issue a Purchase Order to US Submergent Technologies per the terms and conditions for an amount of \$50,120.00.

ATTACHMENTS:

- Bid Submittal - U.S. Submergent Technologies - ITB 19-WW-11 - BTU _2 Cleaning (PDF)
- Recommendation of Award 5.8.19 (PDF)
- BA Request form-WS 400 Fund BTU Cleaning (PDF)

Resolution No. 2019-32**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH US SUBMERGENT TECHNOLOGIES TO PERFORM CLEANING OF BTU #2 UNIT AT THE WASTE WATER TREATMENT PLANT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH US SUBMERGENT TECHNOLOGIES TO PERFORM CLEANING OF BTU #2 UNIT AT THE WASTE WATER TREATMENT PLANT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has advertised for the cleaning of the BTU #2 unit at the Waste Water Treatment Plant at the public works yard; and

WHEREAS, one contractor submitted qualifications and costs for this work; and

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

WHEREAS, the Evaluation Committee unanimously found us Submergent Technologies to be the lowest and most responsive bidder.

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

SECTION 1. That the City Commission of the City of Holly Hill, Florida, does hereby authorize the City Manager to enter into an agreement with US Submergent Technologies to clean BTU #2 Unit at the waste water treatment plant.

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

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

APPROVED AND AUTHENTICATED on this 28th day of MAY, 2019.

SECTION 00300
PROPOSAL
FOR
**CITY OF HOLLY HILL
WASTEWATER TREATMENT PLANT BTU #2 CLEANING
BID # 19-WW11**

(To be completed in Duplicate)

U.S. Submergent
Bidder's Name: Technologies

Submitted: May 7, 2019

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00310, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of "**WASTEWATER TREATMENT PLANT BTU #2 CLEANING**", for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00310" attached and made a part of this Bid. **The bid total is:**

BASE BID

Fifty thousand one hundred and twenty dollars and no cents

(In Words)

Dollars \$ 50,120.00 (In Figures)

1.01 COMPLETION TIME OF CONTRACT

- A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **60 days** and final completion within **30 days** of substantial completion.
- B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

1.02 SUPPLEMENTAL REQUIREMENTS

- A. The following documents are attached to and made a condition of this bid:
 - 1. Schedule of Unit Prices: Section 00310
 - 2. Statement of Bidder's Qualifications: 00320
 - 3. Listing of Subcontractors: Section 00330
 - 4. Listing of Previous Experience: Section 00331
 - 5. Bid Bond: Section 00410
 - 6. Public Entity Crimes Statement: Section 00470
 - 7. Anti-Collusion Statement: Section 00480
 - 8. Drug Free/Tie Preference Statement: Section 00485
 - 9. Trench Safety Affidavit: Section 00490
 - 10. Certificate as to Corporate Principal: Section 00620
 - 11. City of Holly Hill Insurance Requirements: Section 00800A

1.03 REQUIRED DISCLOSURE

- A. At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 1 Dated: 5/2/2019
 Addendum No. 2 Dated: 5/6/2019
 Addendum No. 3 Dated: 5/6/2019

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

Attached hereto is a cashier's check on the _____ Bank of

America or Bid Bond for the sum of
\$ 2,506.⁰⁰ Two thousand five hundred and 00/100⁰⁰ Dollars (2506.⁰⁰),

made payable to City of Holly Hill (Owner).

U.S. Submergent Technologies

(Name of Bidder) (Affix Seal)

(Signature of Officer)

C.E.O.

(Title of Officer)

U.S. Submergent Technologies

Name of Bidder

235 N Orange Ave., Suite 201

Address

Sarasota, FL 34236

City/State/Zip

844-765-7866

Telephone

19-000694

Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

END OF SECTION

**SECTION 00310
SCHEDULE OF UNIT PRICES**

**CITY OF HOLLY HILL
WASTEWATER TREATMENT PLANT BTU #2 CLEANING
BID# 19-WW11**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Drain and Clean Existing Biological Units	1	EA	\$11,300.00	\$11,300.00
2	Hauling and Disposal of Sludge	60	TN	\$647.00	\$38,820.00
				Total Base Bid	\$50,120.00
BID TOTAL					\$50,120.00

Submitted by: Denver J. Stutler, Jr.

Contractor: U.S. Submergent Technologies

Address: 235 N Orange Ave., Suite 201, Sarasota, FL 34236

Telephone: 941-216-0149

Fax: 941-216-0142

Attachment: Bid Submittal - U.S. Submergent Technologies - ITB 19-WW-11 - BTU #2 Cleaning (2019-R-32 : ITB 19-WW-11 Wastewater Treatment

SECTION 00320

STATEMENT OF BIDDER'S QUALIFICATIONS

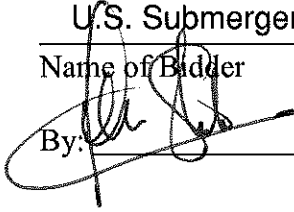
- A. All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.
1. Name of bidder. U.S. Submergent Technologies
 2. Permanent main office address. 235 N Orange Ave., Suite 201,
Sarasota, FL 34236
 3. When organized. 10/17/2011
 4. If a corporation, where incorporated. 10/17/2011
 5. How many years have you been engaged in the contracting business under your present firm or trade name? 2 years (add. 4 as Polston Applied Technolog)
 6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached list.
 7. General character of work performed by your company. Submergent
Cleaning
 - 8.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? No
 - 8.⁽²⁾ Provide lists of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. N/A
 9. Have you ever defaulted on a contract? If so, where and why? No
 10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
See references
 11. List your major equipment
See attached list.
 12. Experience in construction work similar in type to this project. See attached list.
 13. Background and experience of the principal members of your organization, including the officers. See attached list.
 14. Credit available:
\$ 300,000.00

15. Give bank reference:
Tomas M. Jimenez, Bank of America, 407-725-0170
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? **Yes.**
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this 6th day of May, 20 19.

U.S. Submergent Technologies

Name of Bidder

By: 

C.E.O.

Title

State of Florida

County of Sarasota

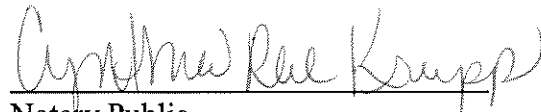
Denver J. Stuler, Jr. being duly sworn deposes and says that

he is the C.E.O. of U.S. Submergent Technologies and that

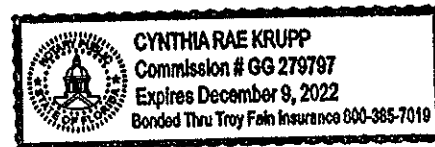
the answers to the _____ foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 6th day of May, 20 19.


Notary Public

Cynthia Rae Krupp
Notary Public (Print or Type)



My commission expires: 12/9/2022

END OF SECTION



U.S. Submergent Technologies - Contracts on Hand

City of Mount Dora
Plant 1 Cleaning
\$157,490.00
Start - 5.6.2019
End - 5.17.2019

Orange County
Lechate Tank Cleaning
\$16,625.00
Starts - 5.13.2019
Ends - 5.16.2019

City of Oviedo
Aeration Basin Cleaning
\$27,100.00
Start - 5.17.2019
End - 5.22.2019

City of Winter Haven
Surge Tank Cleaning
\$24,300.00
Starts - 5.23.2019
Ends - 5.29.2019

MWH Constructors
Splitter Box Cleaning
\$31,030.00
Starts - 5.29.2019
Ends - 6.3.2019

Current Projects:

Pembroke Pines
Surge Tank Cleaning
\$217,198.00
Ends - 6.3.2019

Kiewit
Clarifier Cleaning
\$250,000.00
Ends - 5.12.2019



Company Experience and References

U.S. Submergent Technologies (USST) is the premier service provider for restoring the capacity of wet infrastructure. We specialize in submergent cleaning from hard-to-clean environments including pipes, manholes, lift stations, wet wells, grit chambers, aeration basins, tanks, digesters and other submerged structures.

USST developed the Combination^{3®} Truck to function as a standalone cleaning system, powerful and versatile enough to remove accumulated sand, grit and rag material from a variety of submerged conditions safely and efficiently. Our technology allows us to switch between vacuum and downhole pumping, depending on the cleaning environment. Our unique, patented GritGone ProcessSM generates paint-filter dry sand, ready for disposal, while facilities remain in full operation, meaning no need for shut down or bypass pumping.

The proprietary capacity restoration services of USST help utilities and companies extend the life of their infrastructure and increase efficiencies, saving both time and money.

The following are municipalities that have benefited from our services:

Miami-Dade County - May 2016

The Department of Miami-Dade Water & Sewer put out an RFP to clean an 84-inch diameter sewage line between the WWTP pretreatment building and the screenings building. This line was approximately 350-LF and 60% impacted with sand debris, rags and sludge. The County required the cleaning process be done in submerged conditions and the contract included the removal of debris to an approved and permitted disposal facility. USST had thirty days to clean out this structure and return the line back to the Department.

Using our Combination^{3®} technology and GritGone ProcessSM, our crew successfully cleaned the wet infrastructure in fifteen days and restored the capacity safely and efficiently. The crew removed over 25-tons of residuals from the sewage line and saved the Department significant down time and money.

Contact - Thomas J. Potok
Assistant Superintendent
Miami-Dade Water & Sewer Department
8950 SW 232 Street
Miami, FL 33190
786-268-5730 Office
786-375-1802 Cell
ttpot@miamidade.gov

Collier County - October 2016

The County issued an RFP to clean out sand and grit, rags, and sludge from the headworks (four channels), influent & effluent channels, and three different master lift stations, all while these systems remained in full operation.

The USST team aligned our services and technology with one of the County's maintenance contractors, HASKINS, Inc., and performed the operation using the Combination^{3®} technology and GritGone ProcessSM while the wet infrastructures remained in full operation. Our team cleaned seven structures in seventeen days and restored the capacity safely and efficiently and removed and disposed more than 180-tons of sand and grit, rags and sludge.

Contact - Pete Schalt, PMP
 Senior Project Manager
 Public Utilities Engineering & Project Management Division
 Collier County
 North County Water Reclamation Facility
 10500 Goodlette Road
 Naples, FL 34109
 239-252-5343
 peterschalt@colliergov.net

Escambia County - April 2016

The County issued an RFP to remove accumulated sand and grit from two oxidation ditches at the Bayou Marcus WWTP in Escambia County.

The USST team aligned our services and technology with J&P Construction Co. in Tuscaloosa, AL to perform the services for this project. Our crew, using the Combination^{3®} technology and GritGone ProcessSM, performed the operation while the oxidation ditches remained in service. Our crew cleaned both oxidation ditches and restored the capacity safely and efficiently in 53-days, removing and disposing of more than 750-tons of sand and grit from these wet infrastructures.

Contact - Robert Meriwether
 Vice President
 J&P Construction Co, Inc.
 P.O. Drawer 3147
 Tuscaloosa, AL 35403
 205-345-6631 Office
 205-799-9838 Cell
 meriwether@jandpconstruction.com

Equipment List for: ITB 19WW11 BTU 2 Cleaning

Description	Make	Model
934 Chassis	Western Star	9400
934 Crane	IMT	17/117 SLK3 34'
934 Blower and Cyclone	Roots	RCS 824 4500 CFM
934 Hydraulic Submersible Pump	US Submergent Technologies	8" Hydraulic Pumps
934 Water Pump	Hammelmann	HDP-146
934 Hose Reel	US Submergent Technologies	500 Feet
934 Hose Tubes	US Submergent Technologies	8" Tubes
934 Vacuum Tank	Global Vacuum	9 Cubic Yards
934 Water Tank	Built in	1,000 USG
934 Hydraulics	Flodraulic Group	Two (2) Hydro Stats
934 Hydraulic Hoses	Flodraulic Group	Vacuum with Automatic Shut Down
934 Hydraulic Hose Reels	Hannay	Self-Retracting
934 Computer and Electrical	Flodraulic Group	Wireless Remote
1249 Chassis	Western Star	4900 Twin Steer
1249 Crane	Palfinger	PK22002D-EH 49'
1249 Blower and Cyclone	Roots	RCS 824 4500 CFM
1249 Hydraulic Submersible Pump	US Submergent Technologies	8" Hydraulic Pumps
1249 Water Pump	Hammelmann	HDP-196/80
1249 Hose Reel	US Submergent Technologies	1000 Feet
1249 Hose Tubes	US Submergent Technologies	8" Tubes
1249 Vacuum Tank	Global Vacuum	12 Cubic Yards
1249 Water Tank	Built in	1,000 USG
1249 Hydraulics	Flodraulic Group	Two (2) Hydro Stats

1249 Hydraulic Hoses	Flodraulic Group	Vacuum with Automatic Shut Down
1249 Hydraulic Hose Reels	Hannay	Self-Retracting
1249 Computer and Electrical	Flodraulic Group	Wireless Remote
360-HD Chassis	Western Star	4900 Twin Steer
360-HD Auxiliary Engine	John Deer	600 HP
360-HD Crane	Palfinger	PK22002D-EH 49'
360-HD Blower and Cyclone	Roots	DVJ1021 9500 CFM
360-HD Hydraulic Submersible Pump	US Submergent Technologies	Four (4) 8" Hydraulic Pumps
360-HD Water Pump	Hammelmann	Two (2) HDP-196/80
360-HD Hose Reel	US Submergent Technologies	3000 Feet
360-HD Hose Tubes	US Submergent Technologies	8" Tubes
360-HD Vacuum Tank	Global Vacuum	N/A
360-HD Water Tank	Bailiff	750 USG
360-HD Hydraulics	Hydraquip	Four (4) Hydro Stats
360-HD Hydraulic Hoses	Hydraquip	Automatic Shut Down
360-HD Hydraulic Hose Reels	Hannay	Self-Retracting
360-HD Computer and Electrical	Hydraquip	Wireless Remote
Pressure Vessel - 12 Yard	Dragon	N/A
Pressure Vessel - 24 Yard	Wastequip	N/A



Personnel Bios

Denver Stutler, Jr., Co-Founder & CEO

Denver Stutler, Jr.'s 25-year career includes a unique combination of both public and private sector experience in the water infrastructure industry at an executive level. With a background in civil engineering, Denver began his career in 1989 by joining Camp Dresser and McKee, Inc. (CDM), an international environmental engineering firm. Denver gained valuable technical underpinnings and rose to become a Principal at CDM. He was appointed Chief of Staff of the Florida Department of Environmental Protection (FDEP) in 1999. While working to protect our Nation's air and water with the FDEP, Denver gained a working knowledge of regulatory framework and learned the ins and outs of the political arena. He then served as Chief of Staff to Governor Jeb Bush from 2003 to 2005, gaining important insight into the workings of government at the federal, state and local level.

In 2005, he was appointed and confirmed by the Florida Senate as Secretary of the Florida Department of Transportation (FDOT) where he led a \$9 billion agency responsible for transportation in Florida including highway, port, airport, public transportation, and rail systems.

In 2011, Denver co-founded and currently serves as Chief Executive Officer of U.S. Submergent Technologies. Acting as lead visionary and intricately involved in USST's day-to-day activities, Denver draws upon his past leadership experiences to guide the USST team to success with a focus on safety, integrity, dependability, and innovation.

Paul Meding, General Manager

With more than 30-years of facility and operations management experience, Paul Meding serves as the General Manager of USST's Florida branch of operations. Specializing in managing large-scale projects, Paul has experience in leading hurricane cleanup efforts, power plant explosion cleanup and recovery efforts, remediation projects, sunken vessel salvage and recovery, tanker roll-over, and petroleum and chemical spill response projects on both land and marine environments. He has directed large storage tank cleaning projects for petroleum and chemical storage facilities, and as a licensed maritime captain and shipyard competent person, managed marine operations on the Deepwater Gulf Oil Spill.

Paul is an active member of the Local Emergency Planning Committee (LEPC) of Florida District 10, an organization focusing on proactive planning to assist in the protection of the general public and local environment, as well as an executive committee member of the Port Canaveral Harbor Safety Committee.

As the General Manager for USST, Paul oversees all aspects of Florida operations, including maintaining customer satisfaction, managing health and safety procedures, and facilitating day-to-day projects.

Certifications:

- 40 Hour HAZWOPER Certified
- 10 Hour Occupational Safety & Health Administration Training
- Confined Space Rescue Certified

- Shipyard Competent Person
- U.S.C.G Licensed Maritime Captain

Randy Cordrey, Business Development Manager

With more than 26-years of experience in the solid/liquid waste and recycling industry, Randy Cordrey has expertise in waste-to-energy, organic residual management, and providing sustainability opportunities for companies. He specializes in building valuable relationships in the industry, managing customer accounts and growth, and strategic thinking.

Randy earned his Bachelor of Science degree in Business Marketing from Radford University in Radford, VA. Having worked with and formed relationships with Fortune 500 companies during his career, he was responsible for the sales and growth plans for Browning Ferris Industries from 1990 to 2002.

In 2016, Randy joined the U.S. Submergent Technologies team, bringing with him a wealth of knowledge and expertise in the field. He currently covers the South Florida area and is your go-to guy for answering technical questions regarding USST capabilities.

Brian Glassman, Account Representative

With 25-years' experience in business development and outside sales, Brian Glassman brings valuable knowledge from his time spent working in the construction industry, as well as the paper industry, to U.S. Submergent Technologies.

Having attended the University of Tennessee, Chattanooga under a football scholarship, Brian joined Dayton Superior, a large player in the concrete construction field, and then moved on to work for Georgia-Pacific Manufacturing, one of the world's largest manufacturers and distributors of pulp and paper products, as an outside sales representative. From there, he was a business development manager for Mulligan Constructors, in Orlando, Florida, another player in the construction industry.

In 2017, Brian joined the USST team and takes care of clients in the Central Florida area. He's become an integral part of USST's day-to-day activities and is always available to answer questions.

Aaron Hood, Field Supervisor

Aaron Hood is U.S. Submergent's (USST) most seasoned Field Supervisor. Aaron began his career in the Agriculture field in 2007, running heavy equipment and managing irrigation systems for citrus groves. He joined the USST team in September of 2014 and has proven himself an expert on the GritGone Process® and Combination3® truck operation and equipment.

Aaron manages a variety of project activities, including best approaches on cleaning and removing debris from structures ranging from wastewater treatment tanks to collection systems, and is responsible for ensuring the safety of the USST field crew on a daily basis.

Main Duties:

- Trained in the understanding and efficient operation and troubleshooting of the USST Combination³® truck and GritGone Process® as well other technologies
- Maintains and safely operates and oversee operation of pump trucks, vacuum trucks, roll-off trucks and other company vehicles, including pre and post-trip inspections
- Ensures health and safety is the number one goal followed by the quality of work for the client and the productivity of each project
- Maintains an effective working environment to include proper communication, cooperation, and teamwork amongst field personnel
- Holds daily “Toolbox Talk” with crew where they review the day’s project, daily safety plan, weather and travel
- Manages projects as assigned and is accountable for safe and successful completion
- Organizes crews, equipment and resources for project readiness; verifies appropriate equipment is available, in working order, and onsite to begin projects on time
- Communicates with Sr. Project Manager to ensure that all contractual obligations are met for multiple project assignments
- Plans the work, prepares schedules, and establishes regular reviews with upper management
- Identifies changes in original scope and communicates effectively to management and clients before additional work is begun
- Completes and submits company paperwork accurately, including but not limited to: safety paperwork, project plans, manifests, quantity collection, expense reports, timecards, etc.
- Communicates professionally and reports any issues to appropriate internal personnel while continuously providing excellent customer service
- Responsible for timely reporting of work-related accidents/incidents to upper management
- Maintains up-to-date Confined Space Supervisor certifications
- Has successfully completed safety training as provided by USST
- Properly employs personal protective equipment on a daily basis

Certifications:

- 10 Hour Occupational Safety & Health Administration Training:
Completion Date 10/24/14
- 2 Hour Confined Space Safety & Awareness training:
Completion Date 6/8/16
- 4 Hour Self Contained Breathing Apparatus (SCBA) Certification Training: Completion
Date 2/13/17
- 2 Hour CPR/AED & First Aid Training:
Completion Date 2/14/17
- 2 Hour Blood Borne Pathogens Awareness Training:
Completion Date 10/16/17

- 2 Hour Heat Stress Training:
Completion Date 9/9/15
- 8 Hour Fall Protection Competent Person Training:
Completion Date 1/13/17
- 2 Hour Boom Truck Training:
Completion Date 1/24/17
- 2 Hour Knuckle Boom Training:
Completion Date 1/17/17
- 4 Hour Rigger/Signalman Training:
Completion Date 1/17/17
- 8 Hour Pipeline Assessment Certification Program (PACP) Training:
Completion Date 12/12/17
- 4 Hour Manhole Assessment Certification Program (MACP) Training:
Completion Date 12/12/17
- 4 Hour Lateral Assessment Certification Program (LACP) Training:
Completion Date 12/12/17
- Department of Transportation Required Medical Exams

Paul Del Favero, Field Supervisor

Paul Del Favero currently serves as one of U.S. Submergent's (USST) Field Supervisors. Paul joined the USST team in June 2015 and has a proven record for managing challenging jobs on time and on budget. His daily activities include implementing and monitoring jobsite health and safety, overseeing all job-related activities, providing direction to field crew, monitoring and reporting job costs, controlling job scope, and maintaining heavy equipment, fleet and supplies.

Paul is adept at problem solving and managing multiple tasks concurrently. He routinely oversees complex jobs with elevated health and safety components such as confined space entry and jobs requiring supplied air. He has helped to develop the USST Health and Safety Program and serves as the company's subject-matter expert regarding health and safety standards and implementation.

Main Duties:

- Trained in the understanding and efficient operation and troubleshooting of the USST Combination³® truck and GritGone Process[®] as well other technologies
- Maintains and safely operates and oversee operation of pump trucks, vacuum trucks, roll-off trucks and other company vehicles, including pre and post-trip inspections
- Ensures health and safety is the number one goal followed by the quality of work for the client and the productivity of each project

- Maintains an effective working environment to include proper communication, cooperation, and teamwork amongst field personnel
- Holds daily "Toolbox Talk" with crew where they review the day's project, daily safety plan, weather and travel
- Manages projects as assigned and is accountable for safe and successful completion
- Organizes crews, equipment and resources for project readiness; verifies that appropriate equipment is available, in working order, and onsite to begin projects on time
- Communicates with Sr. Project Manager to ensure that all contractual obligations are met for multiple project assignments
- Plans the work, prepares schedules, and establishes regular reviews with upper management
- Identifies changes in original scope and communicates effectively to management and clients before additional work is begun
- Completes and submits company paperwork accurately, including but not limited to: safety paperwork, project plans, manifests, quantity collection, expense reports, timecards, etc.
- Communicates professionally and reports any issues to appropriate internal personnel while continuously providing excellent customer service
- Responsible for timely reporting of work-related accidents/incidents to upper management
- Maintains up-to-date Confined Space Supervisor certifications
- Has successfully completed safety training as provided by USST
- Properly employs personal protective equipment on a daily basis

Certifications:

- 10 Hour Occupational Safety & Health Administration Training:
Completion Date 11/21/16
- 2 Hour Confined Space Safety & Awareness Training:
Completion Date 8/22/15
- 4 hour Self Contained Breathing Apparatus (SCBA) Certification Training:
Completion Date 10/16/17
- 2 Hour CPR/AED & First Aid Training:
Completion Date 10/19/17
- 2 Hour Blood Borne Pathogens Awareness Training:
Completion Date 10/16/17
- 2 Hour Heat Stress Training:
Completion Date 9/9/15
- 8 Hour Fall Protection Competent Person Training:
Completion Date 1/13/17
- 2 Hour Respirator Training & Fit testing:
Completion Date 10/16/17

- 2 Hour Boom Truck Training:
Completion Date 1/12/17
- 2 Hour Knuckle Boom Training:
Completion Date 1/12/17
- Department of Transportation Required Medical Exams

SECTION 00330

LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
	N/A	1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00331

LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	Anoxic and Fermentation Basin Cleaning	City of Cape Canaveral	\$60,929 Cleaning tanks in a drained condition	June Clark - 321-868-1240	4/2019
2	Digester Cleaning	City of Tallahassee	\$85,200 Removed material from a digester	Sondra Lee - 850-891-6123	3/2019
3	Kirkman Road Pipe Cleaning	City of Orlando	\$96,925 Removed material from a sewer line in full operation.	Charlie Conklin - 407-246-2266	1/2018

END OF SECTION

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____ of the City of _____ State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____ hereinafter called the Owner, in the sum of _____ See attached check. _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

**WASTEWATER TREATMENT PLANT BTU #2 CLEANING
BID #19-WW11**

NOW, THEREFORE, if the Principal shall not withdraw said Bid within sixty (60) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

See Attached check provided in lieu of Bid Bond

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____(Seal)

_____(Seal)

_____(Seal)

Individual or Partner

Witness

Address

Corporate Principal

ATTEST:

President AFFIX
CORPORATE SEAL

Address

By _____

AFFIX
CORPORATE SEAL

Corporate Surety

ATTEST:

Title

END OF SECTION

SECTION 00470

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal or Contract No. 19WW11 for
BTU 2 Cleaning.

This sworn statement is submitted by U.S. Submergent Technologies whose business
address is 235 N Orange Ave., Suite 201, Sarasota, FL 34236 and (if applicable)
its Federal Employer Identification Number (FEIN) is 45-3805258. (If the entity has
no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

My name is Denver J. Stutler, Jr. any my relationship to the entity named above
is C.E.O..

I understand that a "public entity crime" as defined in Paragraph 287.133(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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(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.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(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 entity 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 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.

I understand that a "person" as defined in Paragraph 287.133(i)(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.

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 officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

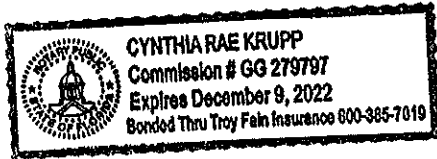
(Signature) _____

Date: _____

5/6/19

State of Florida County of Sarasota

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Denver J. Stuler, Jr.
 who, after first being sworn by me, affixed his/her signature in the space provided above on this
6th day of May, 2019.



Cynthia Rae Krupp
 Notary Public

My Commission Expires: 12/9/2022

END OF SECTION

SECTION 00480

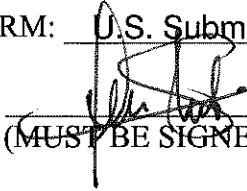
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: U.S. Submergent Technologies

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: C.E.O.

ADDRESS: 235 N Orange Ave., Suite 201,

CITY AND STATE: Sarasota FL, 34236

TELEPHONE: 844-765-7866

COMPLETION TIME: 30 Days

NO proposals will be withdrawn for a period of sixty (60) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

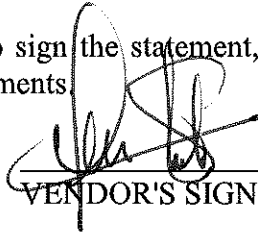
END OF SECTION

SECTION 00485

DRUG FREE/TIE PREFERENCE STATEMENT

- A. In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:
1. Identical Tie Bids - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids 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:
 - a. 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.
 - b. 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.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 - d. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, 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.

- e. Impose a sanction on, or require the satisfaction 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.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- B. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

END OF SECTION

TRENCH SAFETY AFFIDAVIT

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Cost

TOTAL \$

COMPANY NAME: U.S. Submergent Technologies

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

00490-1

SECTION 00620

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Denver J. Stutler, Jr., certify that I am the CEO
of the corporation named as Principal in the within Bid Bond; that N/A
who signed the said Bid Bond on behalf of the Principal was then N/A
of said corporation; that I know his signature, and his signature thereto is genuine; and that said
Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its
governing body.

CHECK PROVIDED IN LIEU OF BID BOND.

AFFIX CORPORATE SEAL



END OF SECTION

SECTION 00800A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS
AND INDEMNIFICATION CLAUSE

I. INSURANCE

- A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.
- B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.
- C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.
- D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.
- E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.
- F. If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.
- G. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have

been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.

- H. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL.
- I. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

- A. Workers' Compensation - Statutory - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least \$100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.
- B. Commercial General Liability - With Minimum Limits Of:
 - 1. \$2,000,000 General Aggregate
 - 2. \$1,000,000 Products - Completed Operations Aggregate
 - 3. \$1,000,000 Personal and Advertisement Injury
 - 4. \$1,000,000 Each Occurrence
 - 5. \$ 100,000 Fire Damage
- C. BUSINESS AUTOMOBILE LIABILITY - with minimum limits of \$1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:
 - 1. Owned Automobiles
 - 2. Hired Automobiles
 - 3. Non-owned Automobiles
 - 4. Employee Non-ownership

NOTE! The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

III. PROPERTY INSURANCE

- A. When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:
1. Builder's Risk - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.
 2. Maximum Deductible - \$5,000 each claim
 3. Certified Copy of the policy must be provided to the City prior to the commencement of work.
 4. Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.
 5. Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.
 6. For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.
 7. Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.
- B. Installation Floater - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.
1. "All Risk" coverage to include transit and installation.
 2. Amount of Insurance - 100% of installed replacement cost value
 3. Maximum Deductible - \$5,000 each claim.

4. Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.
5. Certified Copy of the policy must be provided to the City prior to commencement of work.
6. Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

IV. Certificate of Insurance Clauses

- A. All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:
 1. Insurers shall have no right of recovery or subrogation against the City of HOLLY HILL (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
 2. The clause "other insurance" in a policy in which the City of HOLLY HILL is named as an Insured shall not apply to the City of HOLLY HILL.
 3. The insurance companies issuing the policies shall have no recourse against the City of HOLLY HILL (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.
 4. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.
 5. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
 6. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of HOLLY HILL, as their interest may appear.

V. City Indemnification

- A. The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:
 1. "The Contractor agrees to protect, defend and pay on behalf of, and hold the City of HOLLY HILL and its elected officials, officers, employees,

volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of HOLLY HILL's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

VI. Engineer Indemnification

1. "The Contractor agrees to protect, defend and pay on behalf of, and hold the ENGINEER and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the ENGINEER'S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ENGINEER. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.
2. The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor's indemnification obligation for products and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City's acceptance of the product or completed operation."

VII. The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.

- VIII.** A Wavier of Subrogation shall be provided to the City.
- IX.** The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

END OF SECTION



Addendum

Wastewater Treatment Plant BTU	
Project name: #2 Cleaning	Client: City of Holly Hill
Project location: Holly Hill	Client representative: Walt Smyser
Project number: 1000710-180368.01	Mead & Hunt, Inc. manager: Kevin Lee, PE
Date: May 2, 2019	Mead & Hunt Inc. phone: (386) 761-6810

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal shall result in rejection of bid.

I. GENERAL

None

BID DATE AND TIME SHOULD CORRESPOND TO DATE AND TIME INDICATED IN ADVERTISEMENT FOR BIDS, UNLESS DATE AND TIME HAS BEEN CHANGED IN THIS OR PREVIOUS ADDENDUMS.

QUESTIONS

1. Could you please provide additional drawings of the tank?

Answer: Additional drawings are attached to this addendum.

2. Is there an estimate of how much lime sludge will be in BTU #2?

Answer: No estimate available at this time. Total solids removed from the basin are estimated to be less than 60 tons.

3. If the lime sludge cannot be dewatered and we are unable to haul off loads that have not been dewatered, how will this lime sludge be dealt with? Would we just pump/move the lime sludge to BTU #1? Or would the lime sludge just be left in BTU #2 and all other solids will be removed?

Answer: Liquid sludge can be pumped to BTU #1 or allow to dry in the tank and removed by bobcat and crane.

4. What constitutes a load that is too wet to haul off site?

Answer: Material shall be dried to the extent required to haul in a dump truck and not drain. Hauling by tanker will not be permitted.

5. Are there any licensing requirements? (made reference to but not expanded on in the specs)

Answer: Contractor shall have an underground or general contractor license. All material handling and disposal shall be in accordance with FAC 62-640.

END OF ADDENDUM

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.



Addendum #2

Wastewater Treatment Plant BTU	
Project name: <u>#2 Cleaning</u>	Client: <u>City of Holly Hill</u>
Project location: <u>Holly Hill</u>	Client representative: <u>Walt Smyser</u>
Project number: <u>1000710-180368.01</u>	Mead & Hunt, Inc. manager: <u>Kevin Lee, PE</u>
Date: <u>May 6, 2019</u>	Mead & Hunt Inc. phone: <u>(386) 761-6810</u>

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal shall result in rejection of bid.

I. GENERAL

Addendum #1 indicated that an underground or general contractor license was required to bid the project. Responsive bidders are not required to have a contractor license.

BID DATE AND TIME SHOULD CORRESPOND TO DATE AND TIME INDICATED IN ADVERTISEMENT FOR BIDS, UNLESS DATE AND TIME HAS BEEN CHANGED IN THIS OR PREVIOUS ADDENDUMS.

QUESTIONS

None

END OF ADDENDUM

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.



Addendum #3

Wastewater Treatment Plant BTU	
Project name: #2 Cleaning	Client: City of Holly Hill
Project location: Holly Hill	Client representative: Walt Smyser
Project number: 1000710-180368.01	Mead & Hunt, Inc. manager: Kevin Lee, PE
Date: May 6, 2019	Mead & Hunt Inc. phone: (386) 761-6810

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal shall result in rejection of bid.

I. GENERAL

Clarification that bidders shall have a license to operate a business in the State of Florida and may legally contract with the City of Holly Hill, FL.

BID DATE AND TIME SHOULD CORRESPOND TO DATE AND TIME INDICATED IN ADVERTISEMENT FOR BIDS, UNLESS DATE AND TIME HAS BEEN CHANGED IN THIS OR PREVIOUS ADDENDUMS.

QUESTIONS

None

END OF ADDENDUM

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.



May 13, 2019

Walt Smyser
Public Works Deputy Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

Email: wsmyser@hollyhillfl.org

Hard Copy Mailed Only on Request

**RE: CITY OF HOLLY HILL
WWTP BIOLOGICAL TREATMENT UNIT #2 CLEANING
BID NO. 19-WW11
RECOMMENDATION OF AWARD**

Dear Walt,

The City received one (1) bid on the above referenced project on May 7, 2019. U.S. Submergent Technologies of Sarasota, Florida submitted a bid totaling \$50,120.00 (bid tabulation attached).

Our firm has no experience with U.S. Submergent Technologies. We have checked their references provided and the feedback provided suggests U.S. Submergent Technologies is capable of performing the work for this project.

Do not hesitate to contact the office if you have questions. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin A. Lee".

Kevin A. Lee, P.E.
Project Manager

KAL:bf

Attachment: Bid Tabulation

Attachment: Recommendation of Award 5.8.19 (2019-R-32 : ITB 19-WW-11 Wastewater Treatment Plant BTU #2 Cleaning)

**BID TABULATION
CITY OF HOLLY HILL
WASTEWATER TREATMENT PLANT BTU #2 CLEANING
BID# 19-WW11**

U.S. SUBMERGENT TECHNOLOGIES
Sarasota, FL

<i>ITEM NO.</i>	<i>DESCRIPTION</i>	<i>QTY</i>	<i>UNIT</i>	<i>UNIT COST</i>	<i>TOTAL</i>
1	Drain and Clean Existing Biological Units	1	EA	\$11,300.00	\$11,300.00
2	Hauling and Disposal of Sludge	60	TN	\$647.00	\$38,820.00
				Total Base Bid	\$50,120.00
	<i>BID TOTAL</i>				\$50,120.00

Attachment: Recommendation of Award 5.8.19 (2019-R-32 : ITB 19-WW-11 Wastewater Treatment Plant BTU #2 Cleaning)

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2018-2019

Requesting Department

Public Works

Date

5/8/2019

TAKE FUNDS FROM ACCOUNT NUMBER:

400-8110-581-0407

ACCOUNT DESCRIPTION:

Transfer from W&S Operating to
W&S R&R (407 Fund)

AMOUNT (Round to \$100's)

\$ 60,000.00

\$

\$ 60,000.00

(Rounded to \$100's)

Total

ADD FUNDS TO ACCOUNT NUMBER:

400-3020-535-4663

New Project BTU#2 Cleaning

\$ 60,000.00

\$

\$ 60,000.00

(Rounded to \$100's)

Total

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

PW had the project for the BTU#2 cleaning as a capital Project but apparently moved to capital like, but then it was moved to operation and maintenance, but the money was not budgeted. Currently The Water Sewer fund is transferring funds sufficient to fund this project to the R&R (Fund 407). By reducing this transfer expense and appropriating reserve funds in the Water Sewer R&R fund, sufficient budget will be available in the WS operating fund (Fund 400) to budget the requested expense.

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

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

Antoine A Khoury

5-8-2019

Department Head Signature

Date

Joseph P. Fata
City Manager Signature

5-21-2019

Date

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

Step 1: Finance Review

L. Summer

5/21/19

Finance Director Signature

Date

Step 2: Budget Adjustment Entry

Funds are available for this request?

☐ Yes ☐ No

HTE Group #

Employee Signature

Date



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

9.4

**City Commission
Resolution**

MEETING DATE: May 28, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City of Holly Hill, Florida, to Approve and Award the Contract to Replace Filter Media at the Holly Hill Water Plant with S4 Water Sales and Service; Authorize the City Manager to Execute the Contract; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-33
APPLICANT:
PLANNER:

DISCUSSION:

The City has issued an Request For Proposal to seek a qualified contractor to replace Filter Media at the Holly Hill Water Plant 453 LPGA Blvd. The solicitation was RFP 19-WA-02. Two contractors submitted qualifications and costs:

1. S4 Water Sales & Service
2. UNIFILT Corporation

The Evaluation Committee met on Monday, May 6, 2019 at 10:00 a.m. in a properly noticed public meeting and reviewed the qualification of the submitting firms. This was an RFP and therefore the award should go to the lowest most responsive and qualified proposer.

S4 Water Sales & Service

The Evaluation Committee reviewed and found that S4 Water Sales & Service is the lowest most responsive bidder.

FISCAL ANALYSIS:

This is budgeted capital project and the funds are available to complete the project in budget account #407-8110-580-6300.

STAFF RECOMMENDATION:

Staff recommends Commission authorize the City Manager to issue a purchase order to S4 Water Sales & Service for RFP 19-WA-02.

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 and award the contract and authorize the City Manager to execute the contract to S4 Water Sales & Service per the terms and conditions for an amount of \$88,250.00.

ATTACHMENTS:

- Submittal from S4 Water Sales and Service -Filter Media WTP (PDF)
- Submittal from UNIFILT Corporation - RFP 19-WA-02 - Filter Media (PDF)

Resolution No. 2019-33

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, TO APPROVE AND AWARD THE CONTRACT TO REPLACE FILTER MEDIA AT THE HOLLY HILL WATER PLANT WITH S4 WATER SALES AND SERVICE; AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVE AND AWARD THE CONTRACT TO REPLACE FILTER MEDIA AT THE HOLLY HILL WATER PLANT WITH S4 WATER SALES & SERVICE; AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has issued an Request For Proposal to seek a qualified contractor to replace Filter Media at Holly Hill Water Plant; and

WHEREAS, the City's Evaluation Committee met on Monday, May 6, 2019 in a properly noticed public meeting and reviewed the qualification of the submitting firms; and

WHEREAS, the Evaluation Committee reviewed and found that S4 Water Sales & Service is the lowest most responsive bidder.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with S4 Water Sales & Service per the terms and conditions for an amount not to exceed \$88,250.00.

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

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

APPROVED AND AUTHENTICATED this 28th day of May, 2019.

Request for Proposal

NUMBER
RFP #19-WA-02



Filter Media WTP

John McKinney, Finance Director

PROPOSER CHECK LIST

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

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

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

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

- ☒ The **mailing envelope must be sealed and marked** with Qualification Number "**RFP 19-WA-02**", Proposal Title "**FILTER MEDIA WTP**" and Due Date "**April 30, 2019 @ 2:00 pm**".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

S4 Water Sales & Service, LLC

Company

Authorized Signature

Brandt Cashion, President

Printed Name & Title

bcashion@s4water.net

Email

160 Vanderbilt Court

Address

Bowling Green, KY 42103

City, State, Zip Code

(270) 781-0670

Telephone No.

(270) 712-0015

Fax No.

**PROFESSIONAL SERVICES AGREEMENT
FILTER MEDIA WTP
Request for Proposal (RFP) 19-WA-02**

THIS AGREEMENT is made and entered into this _____ day of May, 2019, by and between S4 Water Sales & Service, LLC, duly authorized to conduct business in the State of Florida and whose address is 160 Vanderbilt Court, Bowling Green, KY 42103 hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-WA-02), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for one hundred and eighty (180 days) from the date of award per the terms and conditions of the RFP.

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

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

For City:

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

For Contractor:

Brandt Cashion, President (Name, Title)
S4 Water Sales & Service, LLC (Company)
160 Vanderbilt Court (Address)
Bowling Green, KY 42103 (City, State, Zip)
(270) 781-0670 (Phone)

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

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

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

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

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

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

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

WITNESSES:

WITNESSES:

[Signature]
[Signature]

Attachments: A. RFP #19-WA-02
B. Firm Response to RFP

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

FIRMS

By: *[Signature]*
Brandt Cashion, President

Dated: _____

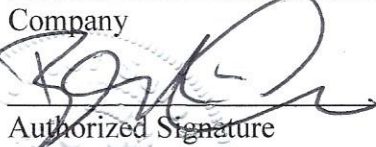
Approved by the City Commission of the City of
Holly Hill at a meeting held on this _____
day of _____, 2019 under
Agenda Item No. _____.

CONFLICT OF INTEREST AFFIDAVIT

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

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

S4 Water Sales & Service, LLC
Company


Authorized Signature

Brandt Cashion, President
Printed Name & Title

bcashion@s4water.net
Email

160 Vanderbilt Court
Address

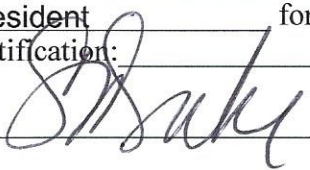
Bowling Green, KY 42103
City, State, Zip Code

(270) 781-0670
Telephone No.

(270) 712-0015
Fax No.

State of Kentucky)
City of Bowling Green)

SUBSCRIBED AND SWORN to before me this 29 day of April, 2019, by
Brandt Cashion, who is personally known to me to be the
President for the Firm, OR who produced the following
identification: _____



Notary Public



My Commission Expires: September 17, 2022

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
50%	St Peters, MO Filter Rehabilitation	\$ 197,275.00
60%	Missouri American Water Filter Rehabilitation	\$ 241,326.00
33%	Farmville, VA Filter Rehabilitation	\$ 121,407.00

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

Danville KY, Versailles KY, O'Fallon MO

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

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

☐ Yes ☒ No

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

FEES:

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

\$ 0.00 Total Fees for work done on all City projects

REFERENCES:Bank(s) Maintaining Account(s): First Southern National Bank

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

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

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

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

S4 Water Sales & Service, LLC
Company


Authorized Signature

Brandt Cashion, President
Printed Name & Title

bcashion@s4water.net
Email

160 Vanderbilt Court
Address

Bowling Green, KY 42103
City, State, Zip Code

(270) 781-0670
Telephone No.

(270) 712-0015
Fax No.

DECLARATION STATEMENT

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

RE: RFP NO. 19-WA-02 - "FILTER MEDIA WTP"

Dear Mayor and Commission Members:

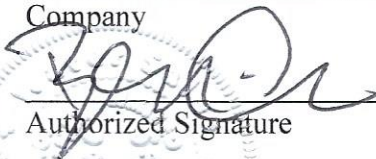
The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #19-WA-02**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 29 day of April, 2019 in the City of Bowling Green, in the State of Kentucky.

S4 Water Sales & Service, LLC
Company


Authorized Signature

Brandt Cashion, President
Printed Name & Title

bcashion@s4water.net
Email

160 Vanderbilt Court
Address

Bowling Green, KY 42103
City, State, Zip Code

(270) 781-0670
Telephone No.

(270) 712-0015
Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

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

<u>\$1,000,000</u> single limit per occurrence |

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

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

- | | |
|--|---|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
- ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.
- ☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS

(Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP Number** and **FILTER MEDIA WTP**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

S4 Water Sales & Service, LLC
Company


Authorized Signature

Brandt Cashion, President
Printed Name & Title

bcashion@s4water.net
Email

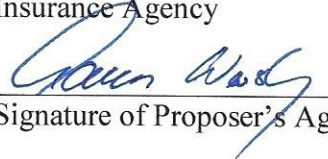
160 Vanderbilt Court
Address

Bowling Green, KY 42103
City, State, Zip Code

(270) 781-0670
Telephone No.

(270) 712-0015
Fax No.

Assured Partners
Insurance Agency


Signature of Proposer's Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒ YES
☐ NO

S4 Water Sales & Service, LLC

Company



Authorized Signature

Brandt Cashion, President

Printed Name & Title

bcashion@s4water.net

Email

160 Vanderbilt Court

Address

Bowling Green, KY 42103

City, State, Zip Code

(270) 781-0670

Telephone No.

(270) 712-0015

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Kentucky

County of Warren

Brandt Cashion, being first duly sworn, deposes and says that:

He/she is President of S4 Water Sales & Service Proposer that has submitted the attached Qualification;

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

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

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

S4 Water Sales & Service, LLC

Company

[Signature]
Authorized Signature

Brandt Cashion, President

Printed Name & Title

bcashion@s4water.net

Email

160 Vanderbilt Court

Address

Bowling Green, KY 42103

City, State, Zip Code

(270) 781-0670

Telephone No.

(270) 712-0015

Fax No.

Subscribed and sworn to before me this 29 day of April, 2019.

[Signature]
Project Coordinator

Title

My Commission Expires: 09/17/2022

ACKNOWLEDGEMENTS
RFP #19-WA-02 FILTER MEDIA WTP

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

From : S4 Water Sales & Service, LLC
 160 Vanderbilt Court
 Bowling Green, KY 42103

The Contractor agrees to provide **FILTER MEDIA WTP** as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the **FILTER MEDIA WTP** called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

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

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

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

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

Contractor shall guarantee **FILTER MEDIA WTP** within 180 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 29 day of April, 2019
 (Month) (Year)

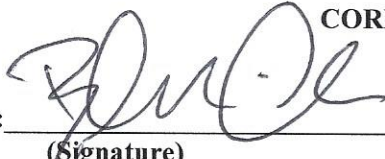
INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

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

Address: _____

Telephone: () _____ Fax: () _____

Taxpayer Identification Number (TIN): _____

By:  / Brandt Cashion
(Signature) (Print name)

Address: 160 Vanderbilt Court
Bowling Green, KY 42103

Telephone: (270) 781-0670 Fax: (270) 712-0015

Taxpayer Identification Number (TIN/EIN): 27-3194000

State Under Which Corporation Was Chartered:
Kentucky

Corporate President: _____ Brandt Cashion
(Print Name)

Corporate Secretary: _____ Amanda Cashion
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: Amanda Cashion
Secretary

Signature:  Date: 04/29/2019

Attachment: Submittal from S4 Water Sales and Service -Filter Media WTP (2019-R-33 : RFP-WA-02 Filter Media Replacement Contractor

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

Valerie Manning, City Clerk

386-248-9441

vmanning@hollyhillfl.org

1065 Ridgewood Ave

Holly Hill, FL 32117

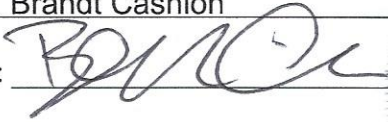
A provision that requires the contractor to comply with public records laws, specifically to:

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

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

Company Name: S4 Water Sales & Service, LLC

Authorized representative (printed): Brandt Cashion

Authorized representative (signature): 

Project Number: RFP 19-WA-02 Date: 04/29/2019

REFERENCES FORM

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

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

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

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

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

 Dates of Service: _____

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

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

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

by Brandt Cashion, President

(Print Individual's Name and Title)

for S4 Water Sales & Service, LLC

(Print Name of Entity Submitting Sworn Statement)

whose business is S4 Water Sales & Service, LLC

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-3194000

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

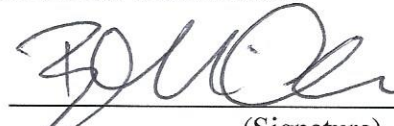
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

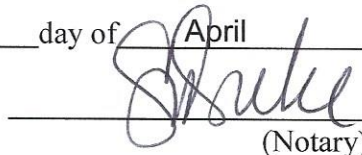
_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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


(Signature)

Sworn and subscribed before me this 29 day of April, 2019.

Personally known X


(Notary)

OR produced identification _____

Notary Public State of Kentucky

(Type of Identification)

My commission expires: 09/17/2022

VENDOR INFORMATION

Vendor is:

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

Federal Employer Identification Number: 27-3194000Firm Name: S4 Water Sales & Service, LLCMailing Address: 160 Vanderbilt Court
Bowling Green, KY 42103Telephone No.: (270) 781-0670 Fax No.: (270) 712-0015Email Address: bcashion@s4water.net Web Address: www.s4water.net

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

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: Brandt R. Cashion, President

PROPOSAL PRICING FORM
RFP 19-WA-02
FILTER MEDIA WTP

RFP Date: April 29, 2019

TO: The City of Holly Hill, Florida

FROM: S4 Water Sales & Service, LLC

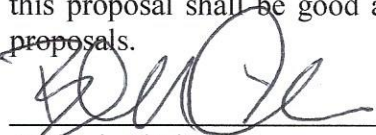
Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes,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

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

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

Total Fee Proposal \$ 88,250.00

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



 Authorized Signature

Brandt Cashion, President
 Printed Name & Title

S4 Water Sales & Service, LLC
 Company

April 29, 2019
 Date

160 Vanderbilt Court
 Address

Bowling Green, KY 42103
 City, State, Zip Code

(270) 781-0670
 Telephone No.

bcashion@s4water.net
 Email Address.



Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. S4 Water Sales and Service LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
☐ Individual/sole proprietor or single-member LLC	☐ C Corporation
☐ S Corporation	☐ Partnership
☐ Trust/estate	
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
☐ Other (see instructions) ►	
5 Address (number, street, and apt. or suite no.) See instructions. 160 Vanderbilt Court	Requester's name and address (optional)
6 City, state, and ZIP code Bowling Green, KY 42103	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
2	7	-	3	1	9	4	0	0	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ► April 29, 2019
------------------	----------------------------	------------------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



WATER

160 Vanderbilt Court
Bowling Green, KY 42103
Office (270)779-9198
Fax (270)712-0015

April 29, 2019

S4 Water specializes in water and wastewater treatment processes while conducting filter rehabilitations and projects throughout the United States. We have completed numerous filter underdrain installations with Leopold, Roberts Filters, General Filters-Infilco, Enviroquip, and numerous other manufactures. We service some of the largest WTP's in the United States. Listed below are references from 2015 to present. Each of the projects included Anthracite, Sand, Gravel, or GAC.

All Filter media will be provided by CEI (Carbon Enterprises) and is NSF and AWWA certified materials. We are certified as a filter media installer from CEI.

REFERENCE: References S4 Water

Oklahoma City, WTP
Dennis Phillips- WTP Operations Supervisor
Filter Rehabilitation 12 Filter Cells Plant #1
Filter Rehabilitation 8 Filter Cells Plant #2 350SF Filters
405-297-1555

City of Nashville, Tennessee
Filter Media Top-off/ Filter Cleaning Chemistry
Clay Hill Assistant Plant Manager- 615-862-7243

Arlington Texas- Pierce-Burch WTP/ JK WTP - 3-15-17
Sally Mills-Wright- WTP Superintendent
817-575-8972
GAC/Sand/Gravel Filter Rehab- IMS Cap replacement (3) 478SF / JK (4) 578SF Filters

Broken Bow, Oklahoma
Filter Rehabilitation (4) 288SF Filters 4-15-16
Anthracite/Sand
Underdrain Repairs, Nozzle Cleaning
Jennie Woods- WTP Manager
580-494-6498
Charles Town, WV

Chris Hutzler- Chief Operator
304-725-3761
ctwater@thfn.org
Filter Rehabilitation & Chemical Cleaning of Filter Cells

Missouri American Water (3) WTP's
Filter Rehabilitation - Spring & Fall 2016, 17
Anthracite/Sand 1440SF Filters / 1600SF Filters North Plant
Underdrain Repairs
Chesterfield, MO
Gerry Hoormann
314-469-6050 ext 6405

Akron, Ohio WTP - 2015
Dough Smith- WTP Superintendent
330-678-0077 ext 3734
Filter Rehab 10 Dual Bay filters Phase III - 350SF Each Cell

Fort Payne, AL WTP
Brandon Light- WTP Manager
256-845-4661
brandon@fpwater.com
GAC Filter Rehab and filter media cleaning

Franklin Municipal Water, Franklin, KY
Jerry Farmer, WTP Manager
270-586-5431
Filter rehabs, filter media cleaning

Greensboro, NC WTP
Barry Parsons- Water Supply Division Manager - Barry has left to WTP in Georgia
336-373-7643
Filter Rehab, Lake Townsend & Mitchell WTP
Ceramic Filter Media Installation- Hazen and Sawyer Engineers- Colleen Geohagen
704-357-3150 Charlotte, NC Office
Mitchell WTP Engineer Firm - Vinod Korategere, P.E. Brown & Caldwell
Raleigh, NC - 919-622-4619

City of Toccoa, Georgia
Alex Wiseman P.E. - Carter Sloope Engineers
Filter Media Rehabilitation 6 Filters
706-769-4119

North Wilkesboro WTP
Joe Patrick- WTP Supervisor
336-838-2371
Filter Rehabilitation 2 Dual Media Filters

Filter Rehab 8 Filters GAC conversion to Anthracite
Henrico County, Virginia WTP
Daniel Seli P.E. - Whitman, Requardt & Associates, LLP
Richmond, VA Office 804-314-0941
GAC Filter Rehabilitation 3 Year Contract 2016 - 840SF Filters

Marlboro, Mass WTP
Jeffrey Nyren- Winston Builders
508-366-1767
GAC Filter Rehabilitation 4 Filters

Henrico County, VA
WWTP Engineer - Thomas Pulley
804-795-9300
Filter Media Top Off

Bardstown Water & Sewer
Bardstown, KY- Phone: 502-348-3064
Don Wilson, Water Superintendent
GAC Filter Conversion

City of Little Rock, AR, Ozark Water Treatment Facility - 2015
GAC Filter Rehab & Installation on new Underdrains - Eight 350SF Filters
Little Rock, AR- Phone: 501-377-1242
Larry Rose, Plant Superintendent

Murfreesboro, TN WTP
Alan Cranford- WTP Superintendent
615-848-3222
Enviroquip Underdrain Inspections
GAC Filter Rehab 3 Year contract 2015,2016 - 544SF Filters

Calgon Corporation
Amber Simonic
908-612-5535
GAC Replacement & Supply GAC

Ryan Carter
Carbon Enterprises (CEI)
800-344-5770
Filter Media Supplier

Manatee County WRF Florida
Donny Adams- Plant Manager
941-792-8811 ext 8024
Filter Rehab 4 ABW filters

City of Elmira, New York
Filter Rehabilitation 16 Filters
Brian Bednarski P.E. 607-733-9179 ext 212
Assistant General Manager

City of Bloomfield New Mexico
Filter Rehabilitation - Trident filter
Rubin Armenta WTP Manager 505-632-2486

City of Temple Terrace, Florida
Infilco Filter Rehabilitation 4 Filters
James Nevola- Chief WTP -813-506-6593

Pagosa Springs, WTP Colorado
Andy Connor-WTP Manager
970-903-3197
Filter Media Cleaning and top off

City of Moline, IL WTP
Dave Owens- WTP Manager
563-370-9345
Filter Rehab 8 filters or 16 cells

Henry County Water District, Water Treatment Facility
KY- Phone: 502-551-5262
Barry Woods, Operations Manager

Campbellsville Municipal Water, Water Treatment Facility
Campbellsville, KY- Phone: 270-469-3675
Darrell Pierce, Water Superintendent

Elgin-Lugoff Water Authority- SC
Dustin - Plant Manger
803-438-9222
1707 Wateree Dam Rd. Ridgeway, SC
Filter Rehabilitation & Underdrain Inspections - 4 Filters

Banks County Utilities
Andrew Strickland- Plant Manager
706-778-3095
bankswtp@windstream.net
Leopold Filter Rehab and underdrain Inspections 2 Filters

City of Tulsa, Mohawk WTP
Dustin Davis i WTP Superintendent
918-591-4028
dustindavis@cityoftulsa.org
Filter Rehabilitation

If you need any additional references please feel free to contact me directly.

Sincerely,

Paul Cashion
 Paul Cashion
 864-279-2179
 pcashion@s4water.net
 S⁴ Water Sales and Service, LLC
 www.s4water.net

Members:



National Sanitation Foundation



DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420

June 7, 2018
 In Reply Refer To: **00VE**

Mr. Brandt Cashion
 S4 Water Sales and Service, LLC
 DUNS: 930430413
 160 Vanderbilt Court
 Bowling Green, KY 42103

Dear Mr. Cashion:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that your application for reverification has been approved. S4 Water Sales and Service, LLC will remain eligible to participate in Veterans First Contracting Program opportunities with VA as a verified Veteran-Owned Small Business (VOSB).

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm S4 Water Sales and Service, LLC's continued eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your new expiration date by logging into www.vetbiz.gov.

To promote S4 Water Sales and Service, LLC's verified status, you may use the following link to download the logo for use on your marketing materials and business cards: http://www.vetbiz.gov/cve_completed_v.jpg. In addition, please access the following link for information on next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

While CVE has confirmed that S4 Water Sales and Service, LLC is presently, as of the issuance of this notice, in compliance with the regulation, S4 Water Sales and Service, LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in S4 Water Sales and Service, LLC being removed from the VIP Verification Program.

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to S4 Water Sales and Service, LLC's verification application may be subject to

*"World Class Professionals
 Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

Page 2.

Mr. Brandt Cashion

Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If S4 Water Sales and Service, LLC receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time S4 Water Sales and Service, LLC discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request the SBA to conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in S4 Water Sales and Service, LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,



Thomas J. McGrath
Director
Center for Verification and Evaluation

Holly Hill, FL Filter Rehab RFP#19-WA-02 Pre-Bid Questions

Please see the following questions we had during that meeting, as well as, during the plant visit. Some were answered and Walt suggested sending the rest.

1. In several places in the RFP, undrain nozzles were mentioned, are the underdrains nozzles or clay tile? Clay tile **(Walt answered during the prebid meeting)**

The underdrains are tile

2. Do the filters have Filter to Waste (Rewash) available? If so, what size line is the Filter to Waste?

Yes, 16"

3. Are all valves operational on filters?

Yes

4. Will dechlorination be required to remove excessive chlorine residual from filters after disinfection?

Dechlorination not necessary



4/29/2019



RFP 19-WA-02 - Filter Media WTP – QUESTION AND RESPONSE:

On the form for the Insurance requirements (page 25) #5 states the errors and omissions or Professional malpractice coverage of \$1,000,000, is this required?

ANSWER from the city's insurance provider Brown & Brown:

The RPP referenced above includes a requirement for "Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage".

These coverages do not apply to the purchase of filter media and therefore are not applicable.



4/29/2019



RFP 19-WA-02 – Filter Media WTP Question:

- I'd like to confirm if the mentioned bidding date and time remains the same for this project?

YES

- And lastly, may we know how much is the Engineer's estimated budget you have for this project?

It hasn't changed since the last two times....engineer's estimate is \$90,000.



04/29/2019



HEADQUARTERS

375 Johnson St., Wilkes-Barre, PA 18702
1-800-752-3899, Fax 570-829-4515
www.unifilt.com

**SALES OFFICE**

P.O. Box 614, Ellwood City, PA 16117
1-800-223-2882, Fax 724-758-3870
info@unifilt.com

**REQUEST FOR QUALIFICATIONS
FILTER MEDIA WTP**

UNIFILT CORPORATION
PO BOX 614
ELLWOOD CITY, PA 16117

TELEPHONE NUMBER: 800.223.2882

Julie Nocera

April 5, 2019

HEADQUARTERS

375 Johnson St., Wilkes-Barre, PA 18702
 1-800-752-3899, Fax 570-829-4515
 www.unifilt.com



UNIFILT
 CORPORATION

TABLE OF CONTENTS
FILTER MEDIA WTP
 April 5, 2019

SALES OFFICE

P.O. Box 614, Ellwood City, PA 16117
 1-800-223-2882, Fax 724-758-3870
 info@unifilt.com

1 - Management Summary

Philosophy of the Firm
 Name, Telephone Numbers, and emails of authorized contact personnel

2 - Corporation Experience and Capacity

Size of the firm
 Location of Headquarters and Sales Office
 Number and nature of the staff employed
 List of Equipment

3 - Customer Listing

Previous customers in last three years
 Client Name, address, and telephone number
 Description of work performed
 Time period of the project

4 - Acceptance of Conditions

Any applicable exceptions to the bid
 Time and material worksheet

5 - Documents

Professional certifications/licenses
 Affiliations and/or memberships

6 - Required Form Submittals

Standard Contract
 Proposer's checklist
 Conflict of Interest Affidavit
 Proposer's Qualification form
 Declaration Statement
 Insurance requirements
 Drug Free Workplace Certification
 Non-Collusion affidavit of Prime Bidder
 Acknowledgements
 Compliance with public records law
 References form
 Public entity Crimes Statement
 Vendor Information
 W-9
 Label

7 - Price Proposal form

HEADQUARTERS

375 Johnson St., Wilkes-Barre, PA 18702
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**SALES OFFICE**

P.O. Box 614, Ellwood City, PA 16117
1-800-223-2882, Fax 724-758-3870
info@unifilt.com

1 - Management Summary

Philosophy of the Firm

To bring and maintain the highest quality of service, material, and knowledge to industry.

Name, Telephone Numbers, and emails of authorized contact personnel

Matthew Dewees, President
Telephone Number: 570.760.5065
Email: mdewees@unifilt.com

Thomas Walter, Engineer
Telephone Number: 570.760.5066
Email: twalter@unifilt.com

Julie Nocera
Telephone Number: 800.223.2882
Email: jnocera@unifilt.com

HEADQUARTERS

375 Johnson St., Wilkes-Barre, PA 18702
 1-800-752-3899, Fax 570-829-4515
 www.unifilt.com

**SALES OFFICE**

P.O. Box 614, Ellwood City, PA 16117
 1-800-223-2882, Fax 724-758-3870
 info@unifilt.com

2 - Corporation Experience and Capacity

Size of the firm: 2-3 million dollars

Location of Headquarters and Sales Office

Headquarters: 375 Johnson Street
 Wilkes Barre Township, Pennsylvania 18702

Sales Office: PO Box 614
 Ellwood City, Pennsylvania 16117

Number and nature of the staff employed - 13 employees

Office/Managers	- 2
Sales Work	- 1
Office Clerical	- 1
Technician	- 4
Semi-skilled Labors	- 4
Labor	- 1

List of Equipment:

Forklift
 Hose & Pipe
 Pump/Ejector

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**SALES OFFICE**

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 info@unifilt.com

3 - Customer Listing

Previous customers in last three years

Pennsylvania American Water Company
 8952 Wesley Drive
 Mechanicsburg, Pennsylvania 17055
 Telephone Number: 570.829.5722
 Contact Person: Mr. Mark Cross
 Many projects each year ranging from 361 to 370.5 square feet each
 Remove/Furnish/Install Filter Media

EMH Environmental Inc.
 3060 Washington Road, Route 97
 Glenwood, Maryland 21738
 Telephone Number: 410.489.9630
 Contact Person: Mr. Ed Halley
 Many projects each year ranging from 3,360 to 10,960 square feet
 Removal/Installation/Underdrain inspection and repair

Aqua Pennsylvania Inc.
 762 West Lancaster Avenue
 Bryn Mawr, Pennsylvania 19010
 Telephone Number: 484.343.7792
 Contact Person: Mr. Eric Damon
 Many projects each year ranging from 588 to 1,848 square feet
 Remove/Furnish/Install

HEADQUARTERS

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 info@unifilt.com

4 - Acceptance of Conditions

Any applicable exceptions to the bid

Performance and Payment bonds not required, project is under \$300,000

Time and material:

ESTIMATED

Time and Materials Work

(To be invoiced at actual)

HOLLY HILL, FL

Q1898

STANDARD UNIFILT RATES WAGES

Quantity	Description	Unit Price	Total
1	Administration (one time)	\$ 1,450.02	\$ 1,450.02
	Basic mobilization cost	\$15,432.12	\$ 0.00
1	Installation equipment cost	\$ 2,872.47	\$ 2,872.47
0	Added man mobilization	\$ 1,135.05	\$ 0.00
40	*Operator hours worked (8 hours min.)	\$ 61.55	\$ 2,462.00
80	*Laborer hours worked (8 hours min.)	\$ 49.90	\$ 3,992.00
7	Lodging per added night	\$ 255.96	\$ 1,791.72
1	Vacuum rate per day	\$ 852.11	\$ 852.11
	Materials used		\$ 0.00
	Subtotal		\$13,420.32
	Overhead & profit @ 15%		\$ 2,013.05
	TOTAL		\$15,433.37
		\$18.91/square foot	

Actual quantities for man-hours, lodging, vacuum, and materials and mobilizations to be determined after completion of work.

HEADQUARTERS

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1-800-752-3899, Fax 570-829-4515
www.unifilt.com

**SALES OFFICE**

P.O. Box 614, Ellwood City, PA 16117
1-800-223-2882, Fax 724-758-3870
info@unifilt.com

5 - Documents

Professional certifications/licenses

Confirmed that no licenses are required (occupational, professional, or any other ones)

Affiliations and/or memberships

Member of American Water Works Association
Listed under National Sanitation Foundation 61
Pennsylvania Anthracite council

HEADQUARTERS

375 Johnson St., Wilkes-Barre, PA 18702
1-800-752-3899, Fax 570-829-4515
www.unifilt.com

**SALES OFFICE**

P.O. Box 614, Ellwood City, PA 16117
1-800-223-2882, Fax 724-758-3870
info@unifilt.com

6 - Required Form Submittals

Standard Contract
Proposer's checklist
Conflict of Interest Affidavit
Proposer's Qualification form
Declaration Statement
Insurance requirements
Drug Free Workplace Certification
Non-Collusion affidavit of Prime Bidder
Acknowledgements
Compliance with public records law
References form
Public entity Crimes Statement
Vendor Information
W-9
Label

PROPOSER CHECK LIST

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

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

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

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

- ☐ The mailing envelope must be sealed and marked with Qualification Number "RFP 19-WA-02", Proposal Title "FILTER MEDIA WTP" and Due Date "April 30, 2019 @ 2:00 pm".
- ☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

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

Unifilt Corporation

Company

Julie K. Noera

Authorized Signature

Julie K. Noera
VP of Sales

Printed Name & Title

nocera@unifilt.com

Email

PO Box 614

Address

Ellwood City PA 16117

City, State, Zip Code

~~800.223.2882~~

724.758.3833

Telephone No.

724.758.3870

Fax No.

**PROFESSIONAL SERVICES AGREEMENT
FILTER MEDIA WTP
Request for Proposal (RFP) 19-WA-02**

THIS AGREEMENT is made and entered into this _____ day of May, 2019, by and between Unifilt Corporation, duly authorized to conduct business in the State of Florida and whose address is 315 Johnson St Wilkes Barre Twp, PA 18702, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-WA-02), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for one hundred and eighty (180 days) from the date of award per the terms and conditions of the RFP.

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

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

For City:

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

For Contractor:

Matthew Dewees, President (Name, Title)
Unifilt Corporation (Company)
315 Johnson Street (Address)
Wilkes Barre Twp, PA 18702 (City, State, Zip)
570.823.0313 (Phone)

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

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

CONFLICT OF INTEREST AFFIDAVIT

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

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

Unifilt Corporation

Company

Julie K. Nocera

Authorized Signature

Julie K. Nocera
VP of Sales

Printed Name & Title

jnocera@unifilt.com

Email

PO Box 614

Address

Ellwood City PA 16117

City, State, Zip Code

800.223.2882

724.758.3833

Telephone No.

724.758.3870

Fax No.

State of Pennsylvania

City of Ellwood City

County of Beaver

SUBSCRIBED AND SWORN to before me this 22nd day of April, 2019, by

Julie K. Nocera, who is personally known to me to be the

VP Sales for the Firm, OR who produced the following

identification: Current PA Drivers License.

LeeAnn S. Houk

Notary Public

My Commission Expires: 04-06-2023

Commonwealth of Pennsylvania - Notary Seal
LeeAnn S. Houk, Notary Public
Beaver County
My commission expires April 6, 2023
Commission number 1289741
Member, Pennsylvania Association of Notaries

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
88%	Greensboro North Carolina	\$ 315,778 ⁰⁰
99%	La Plata, Maryland	\$ 200,700 ⁰⁰
0%	Stamford, Connecticut	\$ 37,600 ⁰⁰

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

London, Virginia

OTHER INFORMATION ABOUT PROJECTS:

N/A

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

STATEMENT OF LITIGATION:

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

☐ Yes ☒ No

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

FEES:

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

\$ 0 Total Fees for work done on all City projects

REFERENCES:

Bank(s) Maintaining Account(s): NBT Bank, 171 N Wilkes Barre Blvd Branch,
Wilkes Barre, PA 18702 Branch Mgr Anthony Dente 570.823.420

Surety/Underwriter: (if required) N/A

Other References: (Use additional sheets if necessary)

N/A

TYPE OF FIRM:

☒ Corporation/Years in Business: 42. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

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

Unifilt Corporation

Company

Julie K Nocera

Authorized Signature

Julie K. Nocera
VP of Sales

Printed Name & Title

nocera@unifilt.com

Email

PO Box 614

Address

Ellwood City, PA 16117

City, State, Zip Code

800.223.2882
724.758.3833

Telephone No.

724.758.3870

Fax No.

DECLARATION STATEMENT

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

RE: RFP NO. 19-WA-02 - "FILTER MEDIA WTP"

Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in RFP #19-WA-02.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 22nd day of April, 2019 in the City of Ellwood City, in the State of Pennsylvania.

Unifilt Corporation

Company

Julie K. Nocera

Authorized Signature

Julie K. Nocera
VP of Sales

Printed Name & Title

jnocera@unifilt.com

Email

PO Box 614

Address

Ellwood City PA 16117

City, State, Zip Code

800.223.2882
724.758.3833

Telephone No.

724.758.3870

Fax No.

Commonwealth of Pennsylvania - Notary Seal
LeeAnn S. Houk, Notary Public
Beaver County
My commission expires April 6, 2023
Commission number 1289741
Member, Pennsylvania Association of Notaries

LeeAnn S. Houk
Notary Public
Commonwealth of Pennsylvania
County of Beaver

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

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

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

INSURANCE REQUIREMENTS (Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP Number** and **FILTER MEDIA WTP**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

Unifilt Corporation
Company

Julie K. Nocera
Authorized Signature

JULIE K. NOCERA
VP of Sales
Printed Name & Title

jnocera@unifilt.com
Email

Assured Partners
Insurance Agency

Signature of Proposer's Agent

PO Box 614
Address

Ellwood City PA 16117
City, State, Zip Code

800.223.2882
724.758.3833
Telephone No.

724.758.3870
Fax No.



CARBSAL-01

J3MTHOMAS

9.4.b

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2019

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

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

PRODUCER AssuredPartners of Northeastern PA 1130 Hwy 315 Wilkes Barre, PA 18702	CONTACT NAME: Elizabeth Centeno, CISR	
	PHONE (A/C, No, Ext): (570) 270-6078	FAX (A/C, No): (570) 819-4000
	E-MAIL ADDRESS: Liz.Centeno@assuredpartners.com	
INSURED Unifilt Corporation 375 Johnson Street Wilkes-Barre, PA 18702	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	
	INSURER B: Cincinnati Casualty Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		EPP 0386596	05/14/2018	05/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EBA 0386571	05/14/2018	05/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EWC 0386572	05/14/2018	05/14/2019	☒ 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)

RFP 19-WA-02 Filter Media WTP

When required by written contract, the City of Holly Hill is included as Additional Insured to General Liability per form GA233. 30-day Notice of Cancellation applies to General Liability.

CERTIFICATE HOLDER

City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Packet Pg. 282

Attachment: Submittal from UNIFILT Corporation - RFP 19-WA-02 - Filter Media (2019-R-33 : RFP-WA-02 Filter Media Replacement Contractor

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail bonds: \$ 1,000
- b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

- a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we

have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
- 2) Occurred prior to the effective date of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
 - ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and
- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past per-

formance of investment vehicles; or

- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment

ment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) **Supplementary Payments**

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. **Who is an Insured**

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. **Limits of Insurance**

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;

- (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) **Deductible Amount**

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. **Additional Conditions**

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. **Duties in the Event of an Act, Error or Omission, or Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation

in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
 3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than i. **War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

- (2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

- (3) The amount we will pay is limited as described in Section **B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):
- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
 - (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or
 - (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - 1) Defects in design furnished by or on behalf

of the additional insured; or

- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b) Supervisory, inspection, architectural or engineering activities.
- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph **9.a.(2)** Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition **5. Other Insurance** is amended to include:
 - (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as re-

spects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:
 - 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
 - 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition **11. Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph **9.a.(2)(f)** above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

tional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (SECTION V - DEFINITIONS) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion j. **Damage to Property** of Paragraph 2., **Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance,**

11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. **Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-**

TIONS) is hereby deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;

- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒ YES
☐ NO

UniFilt Corporation
 Company
Julie K. Nocera
 Authorized Signature
Julie K. Nocera
 VP of Sales
 Printed Name & Title
jnocera@unifilt.com
 Email

PO Box 614
 Address
Ellwood City PA 16117
 City, State, Zip Code
800.223-2882
724.758.3833
 Telephone No.
724.758.3870
 Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of PennsylvaniaCounty of BeaverJulie K Nocera, being first duly sworn, deposes and says that:He/she is VP of Sales of Unifilt Corporation Proposer that has submitted the attached Qualification;

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

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

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

Unifilt Corporation
CompanyJulie K Nocera
Authorized Signature
Julie K Nocera
VP of Sales

Printed Name & Title

jnocera@unifilt.com
EmailPO Box 614

Address

Ellwood City PA 16117

City, State, Zip Code

600. 223. 2882724. 758. 3833

Telephone No.

724. 758. 3870

Fax No.

Subscribed and sworn to before me this 22nd day of April, 2019.LeeAnn S. Houk
Notary Public
TitleMy Commission Expires: 04-06-2023

Commonwealth of Pennsylvania - Notary Seal
LeeAnn S. Houk, Notary Public
Beaver County
My commission expires April 6, 2023
Commission number 1289741
Member, Pennsylvania Association of Notaries

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

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

Address: _____

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

Taxpayer Identification Number (TIN): 25-1322466

CORPORATION

By: Julie K Nocera / Julie K Nocera
(Signature) (Print name)

Address: PO Box 614
Ellwood City PA 16117

Telephone: ^{800 223-2882} (724) 758-3833 Fax: (724) 758-3870

Taxpayer Identification Number (TIN/EIN): 25-1322466

State Under Which Corporation Was Chartered:

Pennsylvania

Corporate President: Matthew Dewees
(Print Name)

Corporate Secretary: Matthew Dewees
(Print Name)

Corporate Treasurer: Maryanne Eggleston
(Print Name)

CORPORATE SEAL

Attest By: Carl A. D. Fusell
Asst Secretary

Signature: Julie K Nocera Date: 4/22/19

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

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

Company Name: UniFilt Corporation

Authorized representative (printed): Julie K. Nocera

Authorized representative (signature): Julie K. Nocera

Project Number: RFP 19-WA-02 Date: April 8, 2019

REFERENCES FORM

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

1. Name of Company: Pennsylvania American Water
 Address: 8052 Wesley Dr, Mechanicsburg, PA 17055
 Point of Contact: Mark Cross
 Phone #: 570.829.5722 Email address: mark.cross@amwater.com
 Service(s) Provided: remove, furnish, install of filter media
 Dates of Service: Continuously throughout the year
2. Name of Company: EMH Environmental Inc
 Address: 3060 Washington Road, Route 97, Glenwood MD 21738
 Point of Contact: Ed Halley
 Phone #: 410.489.9630 Email address: emh@emhenviro.com
 Service(s) Provided: remove, furnish, install of filter media repairs
 Dates of Service: Currently working
3. Name of Company: Agua Pennsylvania Inc
 Address: 762 W Lancaster Ave, Bryn Mawr, PA 19010
 Point of Contact: Eric Damon
 Phone #: 484.343.7792 Email address: ejdamon@aguaamerica.com
 Service(s) Provided: remove, furnish, install filter media
 Dates of Service: current
4. Name of Company: Aquarion Water Company
 Address: 600 Lindley St, Bridgeport, CT 06606
 Point of Contact: Gary Kaminski
 Phone #: 203.225.2769 Email address: gkaminski@aquarionwater.com
 Service(s) Provided: remove, furnish, install filter media
 Dates of Service: Current

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

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill
by Julie K. Nocera, VP of Sales
(Print Individual's Name and Title)
for Unifilt Corporation
(Print Name of Entity Submitting Sworn Statement)
whose business is filter media and replacement

and (if applicable) its Federal Employer Identification Number (FEIN) is 25 - 1322466

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

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

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

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

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

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

John K. Nocera
(Signature)

Sworn and subscribed before me this 22nd day of April, 2019.

Personally known _____

LeeAnn S. Houk
(Notary)

OR produced identification PA

Notary Public State of Pennsylvania

Drivers License (current)
(Type of Identification)

My commission expires: 04-06-2023

County of Beaver

Commonwealth of Pennsylvania - Notary Seal
LeeAnn S. Houk, Notary Public
Beaver County
My commission expires April 6, 2023
Commission number 1289741
Member, Pennsylvania Association of Notaries

VENDOR INFORMATION

Vendor is:

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

Federal Employer Identification Number: 25-1322466Firm Name: Unifilt CorporationMailing Address: PO Box 614Telephone No.: Ellwood City PA 16117
800.223.2882 724.758.3833 Fax No.: 724.758.3870Email Address: jnocera@unifilt.com Web Address: www.unifilt.com

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

Firm Name: Unifilt CorporationRemittance Address: 375 Johnson Street
Wilkes Barre Township, PA 18702Submitted by: Julie K. NoceraName & Title Printed: Julie K. Nocera, VP of Sales

HEADQUARTERS

375 Johnson St., Wilkes-Barre, PA 18702
1-800-752-3899, Fax 570-829-4515
www.unifilt.com

**SALES OFFICE**

P.O. Box 614, Ellwood City, PA 16117
1-800-223-2882, Fax 724-758-3870
info@unifilt.com

7 - Price Proposal form

PROPOSAL PRICING FORM
RFP 19-WA-02
FILTER MEDIA WTP

RFP Date: April 30, 2019
 TO: The City of Holly Hill, Florida
 FROM: UNIFILT CORPORATION

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

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

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

Total Fee Proposal \$ 109,600.00

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

Authorized Signature

JULIE K. NOCERA
VP OF SALES

Printed Name & Title

UNIFILT CORPORATION

Company

Date

April 22, 2019

Address

PO Box 614
ELLWOOD CITY, PA 16117

City, State, Zip Code

800.223.2332
724.758.3833

Telephone No.

jnocera@unifilt.com
 Email Address.

HEADQUARTERS

375 Johnson St., Wilkes-Barre, PA 18702
 1-800-752-3899, Fax 570-829-4515
 www.unifilt.com

**SALES OFFICE**

P.O. Box 614, Ellwood City, PA 16117
 1-800-223-2882, Fax 724-758-3870
 info@unifilt.com

April 24, 2019

TO: CITY OF HOLLY HILL
 City Clerk's Office, City Hall
 1065 Ridgewood Avenue
 Holly Hill, Florida 32117

Re: WATER TREATMENT PLANT
 Holly Hill, Florida
 BID DATE: April 30, 2019

We propose to furnish the following Support Gravel, Filter Sand, and Filter "Anthrafilt" Anthracite:

SCOPE OF WORK: (3) Filters
 272 square feet each
 TOTAL FILTER AREA: 816 square feet

SUPPORT GRAVEL - 10% extra included for losses in handling
 3/4" x 1/2" 3" depth
 1/2" x 1/4" 3" depth
 1/4" x 1/8" 3" depth
 3/16" x #10 3" depth
 TOTAL: 896 cubic feet/44.80 tons

FILTER SAND - 20" depth plus 1/4" skimming allowance
 Effective Size - 0.45 - 0.55 mm
 Uniformity Coefficient - 1.50 or less
 TOTAL: 1,377 cubic feet/68.85 tons

FILTER ANTHRACITE - 8" depth plus 1-1/8" skimming allowance
 Effective Size - 1.00 - 1.10 mm
 Uniformity Coefficient - 1.50 or less
 TOTAL: 621 cubic feet/16.46 tons

SUBMITTAL:

Material meets American Water Works Association Standard B100-16 for Filtering Material and listed under the National Sanitation Foundation Standard 61 - Process Media. Samples and/or in-house test report of each gradation or size detailing the physical and chemical characteristics can be provided for review and the final written approval for payment must be received at our plants prior to release for shipment. Any additional testing will be at the expense of others.

PACKAGING:

Material will be packaged in semi-bulk containers with lifting straps and bottom discharge spout, containing approximately 2,000-4,000 pounds per sack, non-palletized. The weight of the packaged anthracite is the weight at the time of packaging at the production facility and includes moisture, which may or may not be present after transportation and storage.

QUANTITIES:

Quantities shown above are UNIFILT's best calculation of the quantity requirements, and are not actual job requirements should there be damage due to storage, losses in placement, etc. Sides of the filters shall be marked with the correct depth, which our quantities are based on.

REMOVAL & INSTALLATION SERVICES:

UNIFILT can furnish the necessary equipment and labor required for removal (on-site disposal for gravel and sand, offsite disposal of anthracite) and the "hydraulic" installation of the new media.

EXCLUSIONS:

1. Disinfection after installation is excluded unless specifically included by us in our scope.
2. Water (450-500 gpm) for Hydraulic installation must be made available to us with reasonable access, free of charge. Unifilt will supply a pressure boosting pump if required. Handling of all water after use for hydraulic installation will be thru normal backwash waste piping, unless some other method is specifically agreed to by Unifilt.
3. Operation of any fixed plant appurtenances such as (but not limited to) valves, pumps, etc. is excluded unless specifically agreed to by Unifilt.
4. Cleaning of underdrains (and plenums) beneath the topmost elevation of the underdrain construction (includes gravel below pipe lateral systems) is excluded unless specifically agreed to by Unifilt.
5. Water Blasting, sand blasting, pressure washing, or scrubbing of walls or troughs, etc., and supplying and/or applying of any paints or coatings is excluded unless specifically agreed to by Unifilt.
6. Special grouts, or anchorage systems, etc. are excluded unless specifically agreed to by Unifilt.
7. Special demolitions and/or constructions either temporary or permanent, which are necessary for whatever reason, such as (but not limited to) holes in walls, temporary doors or windows, or heat, etc. are excluded unless specifically agreed to by Unifilt.
8. The cleaning or flushing of any piping, recycling tanks, flocculators, etc. is excluded unless specifically agreed to by Unifilt.
9. Repetitive mobilizations and de-mobilizations are excluded unless specifically agreed to by Unifilt. Quotation is based on one mobilization.
10. Restoration of grass, shrubs, sidewalks, curbs, etc. is excluded unless specifically agreed to by Unifilt.
11. In general, any repairs, or replacement of any fixed plant appurtenances, not damaged or destroyed by the negligence of Unifilt Personnel are excluded unless specifically agreed to by Unifilt.
12. Repetitive skimmings (more than one each for sand and anthracite) are excluded unless specifically agreed to by Unifilt, or deemed necessary by Unifilt personnel on site.
13. Non-productive "Safety Watcher", if required, must be provided by others.
14. Unloading of material at the jobsite by Unifilt's forces is excluded unless specifically agreed to by Unifilt.

Page 3
 CITY OF HOLLY HILL
 Holly Hill, Florida
 Bid Date: April 30, 2019

15. In that filter media is only one component of a complex system, we make no claim, of any kind, pertaining to performance of or within that system. This includes claims/requirements pertaining to media losses during the operation of the filters.

NOTES:

1. Unifilt will supply a Certificate of Insurance covering labor and equipment; naming the owner as additional insured.
2. All included work will be completed by Unifilt's permanent non-union personnel. Any other "operator" or "watcher" type personnel required by Union Contracts shall be paid for and provided by others.
3. Removal means removal of filtering materials, immediately after backwashing, from the filters, and dumped directly into a truck or container provided by others, in reasonably close proximity, for ultimate disposal by others. Unifilt is responsible for the anthracite disposal.
4. Project Scheduling, and sequencing must be reviewed and accepted by Unifilt. Unifilt reserves the right to adjust the Contract price to recapture costs incurred by Unifilt resulting from scheduling and/or sequencing issues, which effect productivity, mobilizations, etc.
5. In that Bulk Density is extremely sensitive to bed porosity which is impacted by variations in specific gravity, and compaction, which in turn are impacted by the depth of the bed, and grain size, THE QUANTITIES STATED ARE OUR BEST ESTIMATE TO ACHIEVE THE IN-PLACE REQUIREMENT OF THE PROJECT, based upon our experience in actual practice installing these materials.
6. The weight of the packaged material is the weight at the time of packaging at the production facility and includes moisture, which may or may not be present after transportation and storage.

PRICING:

Pricing shown is firm for 180 days, based on shipment of the above material and the production lead-time of 8-10 weeks. If shipments are delayed beyond more than 30 days of availability date, 1-1/2% will increase prices quoted per month on all material shipped after that date. We do not include any taxes that may be applicable. Pricing is based on payment due within thirty days from date of shipment with approved credit.

TOTAL REMOVE/FURNISH/INSTALL PRICE: = \$109,600

Should you have any questions, please feel to contact us at your earliest convenience.

Sincerely yours,

UNIFILT CORPORATION

Julie K. Nocera

Julie K. Nocera
 VP of Sales

12233

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above
Unifilt Corporation

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
375 Johnson Street

City, state, and ZIP code
Wilkes Barre Township, PA 18702

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
25 1322466

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person **Julie K. Nucera** Date **April 8, 2019**

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

Cut and use this label for Proposal Package

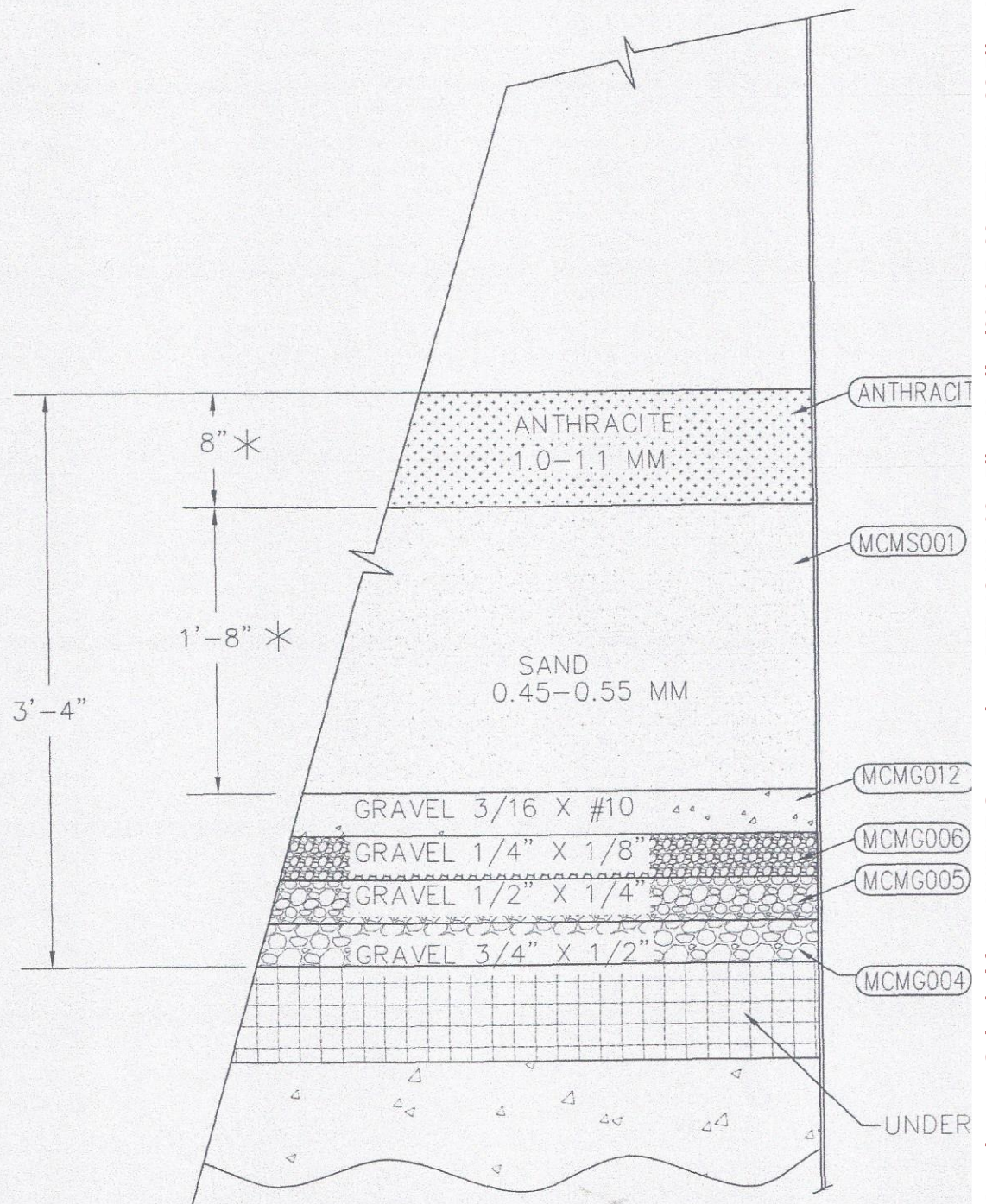
CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP #19-WA-02

PEDESTRIAN BRIDGE REPLACEMENT

OPENING DATE/TIME:
April 30, 2019
by 2:00 p.m.

Exhibit "B"



ELEVATION VIEW

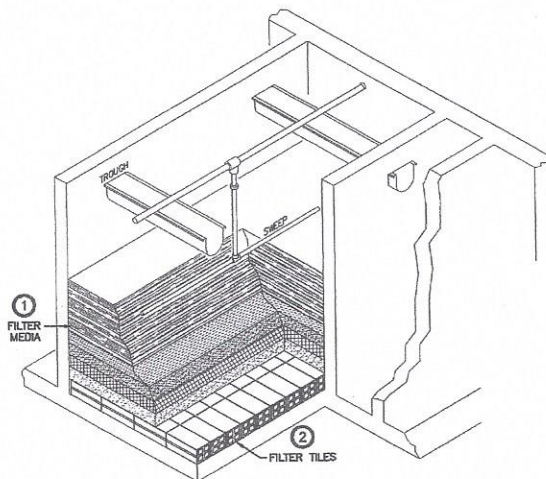
Exhibit "A"**RFP 19-WA-02****Filter Media WTP****Scope of Work**

- A. The City of Holly Hill operates a single water treatment plant with a rated capacity of 2.3 MGD. The Holly Hill Water Treatment Plant is a conventional lime softening plant with filtration.
- B. Location: The work will be performed at the City of Holly Hill Water Treatment Plant, located at 453 LPGA Blvd., Holly Hill, FL 32117.
- C. Contractor shall furnish all labor, material, equipment and services and perform and complete all work required for the FILTER MEDIA REPLACEMENT PROJECT as per the project Specifications. Replacement of anthracite, sand/rock media cleaning and replacing the under drain and backwash nozzles as needed. Exhibit B is a copy of under drain plans and filter media size. This exhibit is only for reference, the bidder shall verify all reference materials before submitting their bid.
- D. The media supplier shall have furnished media of the type specified which have been in successful operation for not less than the past five years.
- E. Installation Supervision. Installation of filter media shall be under the direct supervision and control of a competent and experienced field representative employed by the media supplier and acceptable to the Engineer.
- F. Site Conditions: It is the responsibility of each bidder before submitting a bid to examine the bid documents thoroughly, visit the site to become familiar with local conditions that may affect cost, progress, or performance of the work. Before submitting a Bid, each Bidder must, at the Bidders own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions at/or contiguous to the site or otherwise which may affect cost, progress, or performance of the work and which the Bidder deems necessary to determine its Bid for performing the work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- G. Statement of Work/Technical Specifications.
 - 1. Upon approval the contractor will install the appropriate sieve test gravels in accordance with materials, which meet or exceed American Water Works Standard B-100-96 for filtering materials and NSF standards 61; Drinking Water System Components-Health Effects. Filter media shall be furnished and installed in each filter as required to provide

a properly operating filter installation acceptable to the City. Install new media per the following schedule:

Media description (top to Bottom)	Depth (inches)
Anthracite	8
Fine sand 0.45 - 0.55 mm	20
Gravel size 0.125 in - #10	3
Gravel size 0.125 - 0.25 in	3
Gravel size 0.25 - 0.50 in	3
Gravel size 0.5-0.75 in	3

- i. The sand will be silica sand with a maximum uniformity coefficient of 1.5
- ii. The anthracite will have an effective size of 1.0 to 1.1. mm and a uniformity coefficient of 1.5.



2. Services include interior filter cleanings, cleaning and any approved repair to underdrain, and backwash piping as needed. After removal of filter media, Filter tiles (underdrains) shall be inspected. The contractor shall replace damaged tiles per direction of project manager. All bids to include a \$5,000 allowance for tile replacement. Payment to be made at negotiated lump sum or time and materials basis.
3. There are three (3) filters with porous plates to remove suspended solids. The surface area in each filter is 272 square feet. The (3) cells have a total area of 816 square feet.
4. Only one filter may be out of service at a time, leaving the other two in operation.
5. Remove existing media. Dispose of gravel and sand onsite in location acceptable to owner. Contractor is responsible for disposal of anthracite.

- A. Remove media which may be located within the underdrains.
 - B. After replacement of filter media, the filters will be backwashed and rinsed with chlorine for disinfection.
- H. Installation.
- 1. Placement shall comply with AWWA B100. Support gravel or media which becomes dirty or contaminated shall be removed and replaced with clean material.
 - 2. The bottom layer shall be carefully placed to avoid damage to the nozzle underdrain system. Each layer shall be completed before starting the layer above. For materials less than ½ inch in size, workmen shall not stand or walk directly on the media, but on boards which will sustain their weight without displacing the media.
 - 3. Each layer of filter media shall be deposited by means of a tremie system to a uniform thickness, with the top surface screeded or otherwise brought to a true level plane. Care shall be taken in depositing each layer not to damage the quality or integrity of the media or to disturb the level surface of the layer beneath. The correct thickness of each layer shall be determined by screeding each layer to a continuous level line on the side of the filter box. The layer shall then be leveled with a water surface maintained at the appropriate elevation mark.
 - 4. Washing, Scraping, and Skimming. Material in the sand passing a No. 50 sieve shall be removed by scraping the surface after washing but before the anthracite is installed. Flat particles shall be removed from the anthracite by skimming. Skimming of anthracite shall be done as follows:
 - i. Initial Skimming. After five filter washes, a layer approximately 3/8 inch thick shall be removed by skimming.
 - ii. Subsequent Skimming. Allowing three washes between each subsequent skimming, two additional skimming operations shall be performed.
 - 5. The filters, nozzle underdrains, and wash water troughs shall be disinfected after installation of the filter underdrains and media, including scraping and skimming operations required for placement of media. Disinfection shall be accomplished in accordance with AWWA C653 by filling the filter boxes with water containing sufficient chlorine to produce an initial chlorine residual of 25 mg/l chlorine residual content of not less than 15 mg/l after 12 hours. At the contractor's option, chlorine in the form of calcium hypochlorite (HTH) shall be added as the filter box is filled.

Should the initial treatment fail to produce the required residual content, the original chlorination procedure shall be repeated until satisfactory results are obtained. Following

chlorination, all treated water shall be flushed from all filters until the replacement water, on test, is satisfactory to the Engineer.

Prior to starting any disinfection work, the Contractor shall submit to the City a detailed outline of the procedures proposed, the coordination and sequence of operations, manner of filling and flushing structures to be disinfected, and disposal of wasted water. All procedures shall be acceptable to the Engineer. The chlorinating agent shall be approved by the City.

RFP 19-WA-02 – Filter Media WTP Question:

- I'd like to confirm if the mentioned bidding date and time remains the same for this project?

YES

- And lastly, may we know how much is the Engineer's estimated budget you have for this project?

It hasn't changed since the last two times....engineer's estimate is \$90,000.

Holly Hill, FL Filter Rehab RFP#19-WA-02 Pre-Bid Questions

Please see the following questions we had during that meeting, as well as, during the plant visit. Some were answered and Walt suggested sending the rest.

1. In several places in the RFP, undrain nozzles were mentioned, are the underdrains nozzles or clay tile? Clay tile **(Walt answered during the prebid meeting)**

The underdrains are tile

2. Do the filters have Filter to Waste (Rewash) available? If so, what size line is the Filter to Waste?

Yes, 16"

3. Are all valves operational on filters?

Yes

4. Will dechlorination be required to remove excessive chlorine residual from filters after disinfection?

Dechlorination not necessary



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

**City Commission
Resolution**

MEETING DATE: May 28, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution by the City Commission of the City of Holly Hill, Florida, to Approve the Contract with Charter-Spectrum for the Relocation of Their Existing Facilities on FPL Poles; Authorizing the City Manager to Execute the Agreement for the Stated Amount of \$705,746.23.
NUMBER: 2019-R-34
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill, Florida is currently constructing the US1 Utility Under Grounding Primaries Conversion (Mason Avenue to Walker Street). As part of this project the city is required to execute an agreement with Charter-Spectrum to convert their aerial fiber and coax cables to underground.

The payment to Charter-Spectrum is \$705,746.23.

FISCAL ANALYSIS:

The estimated previously provided estimated the cost for this service was estimated to be approximately \$500,000.00. The payment to Charter-Spectrum is \$705,746.23 and is charged to the US1 Utility Under Grounding Primaries Conversion (Mason Avenue to Walker Street) Act # 139-8110-580-3400 project 13ST03. Fund were originally budget as city infrastructure but the equipment is owned by Spectrum so the funds will come from other services.

STAFF RECOMMENDATION:

To authorize the City Manager to execute an agreement with Charter-Spectrum for the conversion on US1 from Mason Avenue to Walker Street for the stated amount of \$705,746.23.

COMMISSION GOAL:

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

public/private sector partnerships and intergovernmental partnerships.

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

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

AUTHORIZE THE CITY COMMISSION TO APPROVE THE CONTRACT WITH CHARTER-SPECTRUM FOR THE RELOCATION OF THEIR EXISTING FACILITIES ON FPL POLES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR THE STATED AMOUNT OF \$705,746.23.

ATTACHMENTS:

- 3471 (PDF)
- BA Request form-CRA Underground utilities Charter 05 21 2019 (signed) (PDF)

Resolution No. 2019-34

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE CONTRACT WITH CHARTER-SPECTRUM FOR THE RELOCATION OF THEIR EXISTING FACILITIES ON FPL POLES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR THE STATED AMOUNT OF \$705,746.23.

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE CONTRACT WITH CHARTER-SPECTRUM FOR THE RELOCATION OF THEIR EXISTING FACILITIES ON FPL POLES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR THE STATED AMOUNT OF \$705,746.23.

WHEREAS, the City is currently constructing the US1 Utility Under Grounding Primaries Conversion (Mason Avenue to Walker Street); and

WHEREAS, the City desires to execute an agreement with Charter-Spectrum to convert their aerial fiber and coax cables to underground; and

WHEREAS, the payment to Charter-Spectrum for this is \$705,746.23 and is charged to the US1 Utility Under Ground Primaries conversion budget account.

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

SECTION 1. That the City Commission of the City of Holly Hill, Florida, does hereby authorize the City Manager to execute an agreement with Charter-Spectrum for the relocation of their existing facilities on FPL poles and authorize the City manager to execute the agreement for the stated amount of \$705,746.23.

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

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

APPROVED AND AUTHENTICATED on this 28th day of MAY, 2019.

Date: 4/12/2019

**2251 Lucien Way
Maitland, FL 32751**

Invoice

Bill To:	DEPT OF PUBLIC WORKS
Name	WALT SMYSER
Address	453 LPGA BLVD
City, State, Zip	HOLLY HILL, FL 32117
Contact	WALT SMYSER
Phone	386-248-9463
Email address:	WSMYSER@HOLLYHILLFL.ORG
Fax#:	386-248-9499

Please make check payable to:
Charter Communications Holding LLC

Mail To:
Attn: Diana McDowell
2251 Lucien Way
Maitland, FL 32751

Please show invoice number on check and return a copy of this invoice with payment.

Date	Description	Total
4/8/2019	RELOCATION OF ALL EXISTING AERIAL FIBER AND COAX TO UNDERGROUND PLACEMENT ON US-HWY 1 AKA RIDGEWOOD AVE	\$705,746.23
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$705,746.23
		Total
		\$705,746.23

Account Coding:	41430	A19100231390	1426	XM002
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Please show invoice number on check and return a copy of this invoice with payment.

If you have questions concerning this invoice, please contact:

	Coordinator	Supervisor
Name:	Richard Strader	Stacy Stafford
Phone:	386-872-6953	407-832-6051
e-mail:	richard.strader@charter.com	Stacy.Stafford@charter.com

Attachment: 3471 (2019-R-34 : Relocation of Charger-Spectrum Existing Facilities on FPL Poles)

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2018-2019

Requesting Department

Public Works

Date

5/21/2019

TAKE FUNDS FROM ACCOUNT NUMBER:

139-8110-580.6300

ACCOUNT DESCRIPTION:

Infrastructure

AMOUNT (Round to \$100's)

705,747.00

Total

705,747.00

(Rounded to \$100's)

ADD FUNDS TO ACCOUNT NUMBER:

139-8110-580.3400

Other Services

705,747.00

Total

705,747.00

(Rounded to \$100's)

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

The relocation of Charter-Spectrum's aerial fiber and coax cables to underground was budgeted in the CRA Capital projects fund (139) as a City capital expenditure. However, since the City will not own the noted utility the expenditures should be classified as Other services. This amendment transfers to funds to the correct classification.

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

Management Approvals

Antoine A Khoury

5/21/19

Department Head Signature

Date

City Manager Signature

Date

For Finance Use Only

Step 1: Finance Review

J. Demaree

5/21/19

Finance Director Signature

Date

Step 2: Budget Adjustment Entry

Funds are available for this request?

☐ Yes ☐ No

HTE Group #

Employee Signature

5-22-2019

Date



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

10.2

City Commission
Agenda Item

MEETING DATE: May 28, 2019
FROM: Joseph Forte
SUBJECT: Fountainhead Lease Agreement for Lot 1 of the Fountainhead Plat
NUMBER: (ID # 2535)
APPLICANT:
PLANNER:

DISCUSSION:

Fountainhead MPUD, Incentive Agreement and Exhibits were approved March 2017. The proposal was presented as a \$25,000,000.00 development completed by 2026 and bringing 100 existing and 400 new jobs to the City of Holly Hill by the end of 2020.

Two incentive packages were developed. One is to reimburse the developer a specified dollar amount for all new and existing jobs as well as an added incentive for those employee who live inside the city limits. The money used for this reimbursement is available from the developers purchase of the property. The second incentive package is designed to reimburse the developer for qualified expenses for the development of the project. The money used for reimbursement would come from the Tax Increment generated from the property's increased tax value.

To understand the expectation, below are a few points of fact that must be understood when deciding future changes to the agreements.

Section 2. Master Development Plan authorized the following:

- A. Corporate Headquarters: 110,172 sq. ft.
- B. Medical Office/Clinic 16,000 sq. ft.
- C. Office: 30,000 sq. ft.
 - a. Financial Institution may be included within the office area as provided for below.
- D. Fitness Center: 4,000 sq. ft.
- E. Child Day Care: 6,000 sq. ft.
- F. Specialty Food/Restaurant 4,000 sq. ft.
- G. Multi-family Dwelling units 88 dwelling units

Section 6. Phasing of Development: The PROPERTY may be developed in multiple phases as

individual parcels, as shown on the MPUD. However, at a minimum, the following improvements must be included as part of Phase 1 as also illustrated in Exhibit “C”:

- A. Synergy Billing Headquarters (2 buildings, totaling 21,000 sq. ft.)
- B. Synergy Academy (7,000 sq. ft.)
- C. 24 ft landscaped perimeter buffer along Center Avenue
- D. 10 ft buffer along Walker Street, running from the intersection of Walker Street and Center Ave to the main entrance to the Property on Walker.
- E. Water retention ponds, as required by the St. Johns River Water Management District, as depicted in Exhibit “C”. Landscaping of said ponds shall be provided herein.
- F. Parking to support the Phase 1 buildings, with future parking area to be sodded until improved.
- G. Primary entrances to Walker Street and Center Avenue as depicted on Exhibit “C”.

All of the items identified in Exhibit “C” Phase I on Parcel 2 (attached) must be completed before the developer would be permitted to purchase Parcel 1. The developer would then have to purchase Parcel 3 in order to gain access to the funds in excess of the first \$60k per acre of the housing development, Parcel 4, once that property is sold to a housing developer. These moneys were to be used to keep the development moving forward.

The Developer has a need to move his operation into the facility by the end of May because their current location will no longer be available. As a result, the Developer has requested an early Certificate of Occupancy to gain access to the former Media Center and Gymnasium before the final construction plan of Exhibit “C” is complete. The City and the Developer worked on a purchase and sale agreement with amendments to Exhibit “C” as part of Phase I on Parcel 2. Unable to reach an agreement, the Developer has requested to lease the area of the property for the sole purpose of providing parking for the employees of Synergy Billing. At a later date, the City and the Developer will come back to the commission with a lease agreement for the entire 5.2+/- acres or a purchase agreement for the property. Attached is a lease agreement for the commissions consideration.

FISCAL

ANALYSIS:

The requested action has no fiscal changes to the city.

STAFF

RECOMMENDATION:

Staff recommends the City Commission approve the Lease Agreement and authorize the City Manager to execute the Lease Agreement.

COMMISSION GOAL:

N/A

MOTION:

To approve the attached Lease Agreement and authorize the City Manager to execute the Lease Agreement.



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

12.A.a

**City Commission
Agenda Item**

MEETING DATE: May 28, 2019
FROM: Valerie Manning
SUBJECT: State Highway Lighting, Maintenance & Compensation Agreement
Work Order FY19/20
NUMBER: (ID # 2519)
APPLICANT:
PLANNER:

DISCUSSION:

Each year the City enters into an agreement with the FDOT for the maintenance of the street lights on Ridgewood Avenue and Nova Road. Enacted by Resolution 2007-R-38, the city requested the FDOT to install street lights on Ridgewood Avenue and Nova Road.

The total compensation for FY19/20 paid under this Work Order is \$38,022.48. This amount reflects a 3% increase per unit cost from the previous year. The compensation period for this Work Order will begin from July 1, 2019 and expire June 30, 2020.

FISCAL ANALYSIS:

The total compensation the city will receive under this Work Order is \$38,022.48.

STAFF RECOMMENDATION:

For informational purposes only.

COMMISSION GOAL:

N/A

MOTION:

N/A

- FDOT Memo to City - State Hwy Lighting, Maint. & Comp Agreement FY19-20 (PDF)
- Resolution 2007-R-38 Agreement & Locations - FDOT State Hwy Lighting, Maint., Compen. Agreement(PDF)



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

KEVIN J. THIBAUT, P.E.
SECRETARY

May 1, 2019

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

Re: **State Highway Lighting, Maintenance, and Compensation Agreement Work Order (FY 19/20)**
Financial Project ID: 413615-8-78-06
Contract Number: AOR-06
FEID No.: VF-596000337-012
Work Order for Fiscal Year 19/20
Resolution No.: 2007-R-38

Dear Mr. Forte:

You are hereby authorized to perform maintenance of the State Highway Lighting Systems within your jurisdiction in accordance with the terms and conditions of the State Highway Lighting, Maintenance, and Compensation Agreement.

The total compensation for Fiscal Year 19/20 paid under this **Work Order** is **\$38,022.48**. This amount reflects a 3% increase per unit cost from the previous year. The compensation period for this work order will begin from **July 1, 2019, and expire June 30, 2020**.

Please execute and/or return the following documents directly to this office in the enclosed self-addressed envelope. In order to guarantee availability of funds, these documents must be returned to this office no later than June 7, 2019.

- Sign this original work order confirming receipt and agreement of the compensation terms listed above and return.
- Sign and have notarized, the enclosed State Highway Lighting, Maintenance, and Compensation Agreement Certification and return.
- If the Resolution referenced above is no longer current, return a copy of your current Resolution.

State Highway Lighting, Maintenance and Compensation Agreement Work Order (FY 19/20)
 Contract Number: **AOR-06** Page Two

If you wish to receive payment for the Fiscal Year 18/19 Work Order, please submit an invoice to this office any time after May 19, 2019. Invoices for Fiscal Year 19/20 must be received no later than December 27, 2019. Per the State Highway Lighting, Maintenance, and Compensation Agreement paragraph 2.c. which states: Invoices may be submitted any time after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of the fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof’.

A sample invoice is attached for your information. Please verify that all information contained on the sample invoice is included on your invoice.

If you have any questions, please contact: Tommy Russ at (386) 740-3404.

Attachments: State Highway Lighting, Maintenance, and Compensation Agreement Certification sample invoice is included on your invoice.

MAINTAINING AGENCY

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



Ron Meade P.E.,
Deland Operations Engineer

Concurrence By: _____

Typed Name: _____

Title: _____

Phone: _____

Date: ____/____/____

RESOLUTION 2007-R-38

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AGREEMENT BETWEEN HOLLY HILL AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE MAINTENANCE OF STREET LIGHTS ON U.S. 1 AND NOVA ROAD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has requested that the D.O.T. install street lights on Nova Road between 10th Street and the south City limits; and

WHEREAS, the D.O.T. will only install the lights if the City agrees to maintain all of the existing street lights on U.S. 1 and Nova Road; and

WHEREAS, the D.O.T. will pay for the maintenance an annual sum to be adjusted for Cost of Living increases.

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

SECTION 1. The City Commission authorizes the City Manager to execute the Maintenance Agreement.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

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

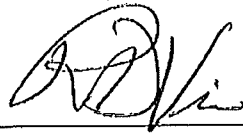
The within and foregoing Resolution was read before the City Commission of the City of Holly Hill, Florida, at its regular meeting held in commission chambers at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida, on the 28th day of August, 2007.

It was moved by Commissioner Reed and seconded by Commissioner Blais that said Resolution be adopted. A roll call vote of the Commission on said motion of the Resolution resulted as follows:

Mayor Roland D. Via	Yes
Commissioner John Penny	Yes
Commissioner Gilles Blais	Yes
Commissioner Mark Reed	Yes
Commissioner Traci A. Anderson	Yes

WHEREAS, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly authorized by the City Clerk, and has caused the official seal of said City to be affixed, all at the City Hall in the City of Holly Hill, this 28th day of August, 2007, for the purpose of authenticity as is required by law.

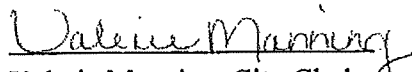
City of Holly Hill, Florida



Roland D. Via, Mayor


Joseph A. Forte, City Manager

Attest:


Valerie Manning, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
 AGREEMENT # A0706**

Form No 710-010-30.
 Utilities
 10/04

THIS AGREEMENT, entered into this 28th day of August, year of 2007, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "FDOT", and The City of Holly Hill, hereinafter referred to as the "MAINTAINING AGENCY";

WITNESSETH:

WHEREAS, the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System, and the **FDOT** is authorized under Sections 334.044, Florida Statutes and 335.055, Florida Statutes to enter into this Agreement; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of the **FDOT**; but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
 - (1) Manual of Uniform Traffic Control Devices; and,
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of an **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain shall commence upon the **MAINTAINING AGENCY's** receipt of notification from the **FDOT** that the **FDOT** has finally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** shall not be required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to any acceptance by the **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s) and the **FDOT** agrees to undertake

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the **FDOT** and the **MAINTAINING AGENCY**

- e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

2. Compensation and Payment

- a. The **FDOT** agrees to pay to the **MAINTAINING AGENCY** a lump sum of \$ 17,685.63 for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be **FDOT's** fiscal year).
- b. For each future fiscal year, the **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. The **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The Work Order shall be an **FDOT** signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, And Compensation Agreement Work Order." The Work Order shall reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, and the lump sum amount to be paid for the fiscal year indicated. The Work Order shall be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. No payment will be made on Work Orders which are not properly signed and returned to **FDOT** prior to performing services.
- c. Invoices may be submitted anytime after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of said fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof.
- d. Payment shall be made in accordance with Section 215.422, Florida Statutes.
- e. Bills for fees or other compensation for services or expenses shall be submitted in a format acceptable to the **FDOT** and in detail sufficient for a proper pre-audit and post-audit thereof.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by the **FDOT**.

Records shall be maintained and made available upon request to the **FDOT** at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the **FDOT** upon request.

4. Invoicing

Upon receipt, the **FDOT** has five (5) working days to inspect and approve the goods and services. The **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**.

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

Form No 710-010-30,
UNR05
10/04

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The FDOT shall require a statement from the Comptroller of the FDOT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the FDOT which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

The FDOT will provide a copy of the statement referenced above to the MAINTAINING AGENCY.

5. Default

In the event that the MAINTAINING AGENCY breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the FDOT may exercise one or more of the following options, provided that at no time shall the FDOT be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by the FDOT or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the MAINTAINING AGENCY, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the MAINTAINING AGENCY if the MAINTAINING AGENCY fails to cure the non-performance within fourteen (14) days after written notice from the FDOT of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

6. Force Majeure

Neither the MAINTAINING AGENCY nor the FDOT shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. The FDOT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
 AGREEMENT**

Form No 710-010-30.
 Utilities
 10/04

- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. Time is of the essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:
- MAINTAINING AGENCY:**
- | |
|---------------------------|
| The City of Holly Hill |
| Mr. Chris Hurst |
| 1065 Ridgewood Ave. |
| Holly Hill, Florida 32117 |
- FDOT:**
- | |
|-------------------------------------|
| District Operations/Contract Office |
| Attn: Jerry K Harville MS-606 |
| 719 S. Woodland Blvd. |
| DeLand, Florida 32720 |
- g. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- h. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
 AGREEMENT**

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8. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You **MUST** signify by selecting or checking which of the following applies:

- ☒ No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature) _____

(Typed Name: Joe Forte)

(Typed Title: Holly Hill City Manager)

DATE: 8/28/07

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

(Typed Name: Alan Hyman P.E.)

(Typed Title: District Director of Operations)

DATE: 9-14-2007

FDOT Legal Review

BY: (Signature) _____

District Counsel

(Typed Name: _____)

DATE: 9-14-07

EXHIBIT A

HOLLY HILL STREETLIGHT LOCATIONS
ON STATE ROADS

<u>Section</u>	<u>State Road</u>	<u>Location</u>	<u>Milepost</u>	<u>No. of Streetlights</u>
79030	SR 5	SR 430/Mason Ave. to North City Limits	1.192 to 3.769	113
79190	SR 5A	South to North City Limits	9.486 to 11.696	60 (Pending FY 09/10)
TOTAL				173

TABLE 1
EXHIBIT A

HOLLY HILL STREETLIGHT LOCATIONS ON STATE ROADS				
<u>Section</u>	<u>State Road</u>	<u>Location</u>	<u>Milepost</u>	<u>No. of Streetlights</u>
79030	SR 5	SR 430/Mason Ave. to Bayview Beach Ormond Beach City Limits	1.192 to 3.769	113
79190	SR 5 A	SR 5A/Nova Rd. Holly Hill CL	9.486 to 11.696	60
TOTAL				(Pending FY09/10) 173



The Job FI989RPR; user I.D.
FI989RP <MVS@DOT>

04/09/2007 03:21 PM

To CN506JH@dot.state.fl.us

cc

bcc

Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT AOR06

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AOR06 Contract Type: AK Method of Procurement: G
Vendor Name: HOLLY HILL, CITY
Vendor ID: VF596000337012
Beginning date of this Agmt: 07/01/07
Ending date of this Agmt: 06/30/08
Contract Total/Budgetary Ceiling: ct = \$17,685.63

Description:
New State Highway Lighting, Maintenance, and Compensation Agreement w/ the City of Holly Hill

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ: *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: Funds have been: REVIEWED*

55 054030511 *HM *242052 * 17685.63 *41361587806 *787 *
2008 55150200 088712 08
A001 *00 * /04

*Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.

TOTAL AMOUNT: *\$ 17,685.63 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 04/09/2007